

Title VII. Of Sale (Art. 2438 - 2659)

Louisiana

Recommended Citation

Louisiana, "Title VII. Of Sale (Art. 2438 - 2659)" (1940). *Book III*. 8.
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ART. 2437. Whenever a marriage shall have been contracted in this State, and the husband, after such marriage, shall remove or shall have removed to a foreign country with his wife, if the husband shall behave or have behaved towards his wife in said foreign country in such a manner as would entitle her, under our laws, to demand a separation of property, it shall be lawful for her, on returning to the domicile where her marriage was contracted, to institute a suit there against her husband for the purposes above mentioned, in the same manner as if they were still domiciliated in said place. In such cases an attorney shall be appointed by the court to represent the absent defendant; the plaintiff shall be entitled to all the remedies and conservatory measures granted by law to married women, and the judgment shall have force and effect in the same manner as if the parties had never left the State.

RCC—142, 2425 *et seq.*, 2436.

RCC 1870, Art. 2437. (Same as Art. 2437 of Proposed Revision of 1869; similar to Acts 1855, No. 9 [RS §§1198, 1719])
Same as above.

CC 1825. No corresponding article.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

TITLE VII—OF SALE*

*See general comment by redactors, *Projet*, p. 302.

Chapter 1—OF THE NATURE AND FORM OF THE CONTRACT OF SALE

ART. 2438. In all cases, where no special provision is made under the present title, the contract of sale is subjected to the general rules established under the title: *Of Conventional Obligations*.

RCC—2441, 2457, 2516, 2547, 2659, 2667, 2668, 2783, 3485.

RCC 1870, Art. 2438.

Same as above.

CC 1825, Art. 2413.

Same as above; but no punctuation after “the title.”

(*Projet*, p. 302. Addition adopted; no comment)

Dans tous les cas, auxquels il n'est pas pourvu spécialement par les dispositions contenues dans le présent titre, le contrat de vente est soumis aux règles générales, établies au titre des *obligations conventionnelles*.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2439. The contract of sale is an agreement by which one gives a thing for a price in current money, and the other gives the price in order to have the thing itself.

Three circumstances concur to the perfection of the contract, to wit: the thing sold, the price and the consent.

RCC—488 *et seq.*, 870, 1761, 1764 *et seq.*, 1768, 1771, 1774, 1777, 1778, 1779, 1819, 1881, 1909 *et seq.*, 2013, 2014, 2440, 2456, 2460 *et seq.*, 2670, 3494. Acts 1877, E.S., No. 62.

RCC 1870, Art. 2439.

Same as above.

CC 1825, Art. 2414. (No reference in *Projet*)

Same as above; but comma (,) after “agreement.”

Le contrat de vente est une convention par laquelle l'un donne une chose pour un prix d'argent en monnaie publique, et l'autre donne le prix pour avoir la chose.

Ainsi trois choses concourent à la perfection de ce contrat, la chose vendue, le prix et le consentement.

CC 1808, p. 344, Art. 1.

Par. 1 same as par. 1, above; but no punctuation after “agreement.”

Three circumstances concur to the perfection of said contract, to wit: the thing sold, the price, and the consent.

-p. 345, Art. 1.

Same as above; but “monnaie” misspelled “monnaie”; comma (,) after “vente”, after “laquelle”, after “d'argent”, after “l'autre”, and after “Ainsi”; semicolon (;) after “ce contrat.”

CN 1804, Art. 1582, par. 1.

Sale is an agreement by which one obligates himself to deliver a thing, and the other to pay for it.

La vente est une convention par laquelle l'un s'oblige à livrer une chose, et l'autre à la payer.

ART. 2440. All sales of immovable property shall be made by authentic act or under private signature.

Except as provided in article 2275, every verbal sale of immovables shall be null, as well for third persons as for the contracting parties themselves, and the testimonial proof of it shall not be admitted.

RCC—471, 1536, 1537, 1758, 1762, 1764, 1797, 1920, 1921, 2234, 2236, 2239 *et seq.*, 2246, 2253 *et seq.*, 2266, 2275, 2276, 2439, 2442, 2462, 3479, 3483, *et seq.* Acts 1877, E.S., No. 62; 1894, No. 111.

RCC 1870, Art. 2440.

(Same as Art. 2440 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2415. (No reference in *Projet*)

All sales of immoveable property or slaves shall be made by authentic act, or under private signature.

All [Every] verbal sale of any of these things shall be null, as well for third persons as for the contracting parties themselves, and the testimonial proof of it shall not be admitted.

Toute vente d'immeuble et d'esclaves doit être faite par acte authentique, ou sous signature privée. Toute vente verbale de ces objets serait nulle, tant à l'égard des tiers qu'entre les parties contractantes, et la preuve testimoniale n'en est pas admise.

CC 1808, p. 344, Art. 2, pars. 1, 2.

Same as above; but no punctuation after “act”, or after “null.”

-p. 345, Art. 2, par. 1.

Same as above; but comma (,) after “d'immeuble”, after “d'esclaves”, after “verbale”, after “objets”, and after “tiers”; colon (:) after “privée.”

CN 1804, Art. 1582, par. 2.

It may be made by authentic act or under private signature.

Elle peut être faite par acte authentique, ou sous seing privé.

ART. 2441. The verbal sale of all movable effects, whatever may be their value, is valid; but its testimonial proof must be made agreeably with what is directed in the title: *Of Conventional Obligations*.

RCC—1922, 1923, 2247, 2277, 2278, 2438, 2775, 2803. Acts 1926, No. 11.

RCC 1870, Art. 2441. (Same as Art. 2441 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2416. (No reference in Projet)

The verbal sale of all moveable effects, whatever may be their value, is valid; but its testimonial proof must be made agreeably to what is directed in the title of *conventional obligations*.

La vente verbale de tous objets mobiliers, à quelque somme qu'ils puissent s'élever, est valable; mais la preuve testimoniale doit s'en faire conformément à ce qui est prescrit par la loi, au titre des *obligations conventionnelles*.

CC 1808, p. 344, Art. 2, par. 3.

The verbal sale of all moveable effects whatever may be their value, is valid, but its testimonial proof must be made agreeably to what is directed in the title of *contracts and conventional obligation [obligations] in general*.

-p. 345, Art. 2, par. 2.

La vente verbale de tous objets mobiliers, à quelque somme qu'ils puissent s'élever, est valable, mais la preuve testimoniale doit s'en faire, conformément à ce qui est prescrit par la loi, au titre des *contrats et des obligations conventionnelles en général*.

CN 1804. No corresponding article.

ART. 2442. The sale of any immovable made under private signature, shall have effect against the creditors of the parties, and against third persons in general, only from the day such sale was registered according to law, and the actual delivery of the thing sold took place.

But this defect of registering shall not be pleaded between the parties who shall have contracted in such act, their heirs or assigns, who are as effectually bound by a sale made under private signature, as if it were by an authentic act.

RCC—1920, 1921, 2240 *et seq.*, 2246, 2251 *et seq.*, 2265, 2266, 2276, 2440, 2479, 2480, 3483 *et seq.*

RCC 1870, Art. 2442. (Same as Art. 2442 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2417. (Projet, p. 302. Amendment amended and adopted; no comment)

The sale of any immovable or slaves, made under private signature, shall have effect against the creditors of the parties, and against third persons in general, only from the day such sale was registered in the office of a notary and the actual delivery of the things sold took place.

Par. 2 same as par. 2, above.

La vente de tout immeuble ou esclave, faite sous signature privée, n'aura d'effet contre les créanciers des parties, ni contre les tiers en général, et ne pourra leur préjudicier, que du jour où elle aura été enregistrée dans l'étude d'un notaire, et où la délivrance réelle de l'objet vendu a eu lieu.

Mais ce défaut d'enregistrement ne pourra être opposé entre les parties qui auront contracté dans l'acte, leurs héritiers ou ayant-cause, lesquels sont aussi obligés par une vente sous signature privée que si elle avait été faite par un acte authentique.

CC 1808, p. 344, Art. 3.

The sale of any immovable or slaves made under private signature shall have

-p. 345, Art. 3.

La vente de tout immeuble, ou esclave, faite sous signature privée,

effect to the prejudice of persons not parties to it, only from the day said sale was registered in the office of a notary.

Nevertheless if that registering is duly made, to wit: within six days from the date of the act, for sales made in the parish of New-Orleans, and within ten days from said date for sales made in the other parishes of this territory, the sale so registered shall have effect against third persons and will bar them even from the date of the act under private signature: but this defect of registering shall not be pleaded between the parties who shall have contracted in said act, their heirs or assigns, who are as effectually bound by a sale made under private signature as if it were by an authentic act.

n'aura d'effet contre les tiers, et ne pourra leur préjudicier, que du jour où elle aura été enregistrée en l'étude d'un notaire.

Néanmoins, si cet enregistrement est fait, savoir: dans les six jours de la date de l'acte, pour les ventes faites dans la paroisse de la Nouvelle-Orléans, et dans les dix jours de cette date, pour les ventes faites dans les autres paroisses du territoire; la vente, ainsi enregistrée, aura effet contre les tiers, et leur préjudiciera, à partir de la date même de l'acte, sous signature privée.

Mais ce défaut d'enregistrement, ne pourra être opposé entre les parties, qui auront contracté dans l'acte, leurs héritiers ou ayans cause, lesquels sont aussi efficacement obligés, pour [par] une vente sous signature privée, que si elle était faite par un acte authentique.

CN 1804. No corresponding article.

ART. 2443. He who is already the owner of a thing, can not validly purchase it. If he buys it through error, thinking it the property of another, the act is null, and the price must be restored to him.

RCC—495, 1758, 1821, 1824, 1893, 1896, 2302.

RCC 1870, Art. 2443.

Same as above.

CC 1825, Art. 2418.

Same as above.

(Projet, p. 303. Addition adopted; no comment)

Celui qui est déjà propriétaire d'une chose ne peut l'acheter valablement; s'il l'a achetée par erreur, la croyant à autrui, l'acte est nul, et le prix doit lui être rendu.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2444. The sales of immovable property made by parents to their children, may be attacked by the forced heirs, as containing a donation in disguise, if the latter can prove that no price has been paid, or that the price was below one-fourth of the real value of the immovable sold, at the time of the sale.

RCC—1248, 1250, 1491, 1768, 1819, 1848, 1849, 1860, 1881, 2276.

RCC 1870, Art. 2444.

Same as above.

(Same as Art. 2444 of Proposed Revision of 1869)

CC 1825, Art. 2419.

(Projet, p. 303. Addition amended and adopted; no comment)

The sales of immoveable property or slaves, made by parents to their children, may be attacked by the forced heirs, as containing a donation in disguise, if the latter can prove that no price has been paid, or that the price was below one fourth of the real value of the immoveable or slaves sold, at the time of the sale.

Les ventes d'immeubles ou d'esclaves que les pères ou mères font à leurs enfans peuvent être attaquées par les héritiers forcés, comme contenant une donation déguisée, si ces derniers prouvent qu'aucun prix n'a été donné ou que ce prix a été audessous du quart de la valeur réelle de l'immeuble ou des esclaves vendus, au temps de la vente.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Chapter 2—OF PERSONS CAPABLE OF BUYING AND SELLING

ART. 2445. All persons may buy and sell, except those interdicted by law.

RCC—69, 222, 337, 386, 484, 1146, 1343, 1344, 1470, 1546, 1547, 1782 *et seq.*, 1790, 2357 *et seq.*, 2446, 2870, 3300, 3462. Acts 1938, No. 290.

RCC 1870, Art. 2445.

Same as above.

CC 1825, Art. 2420.

Same as above.

(No reference in Projet)

Tous ceux auxquels la loi ne l'interdit pas, peuvent acheter ou vendre.

CC 1808, p. 348, Art. 14.

Same as above; but no punctuation after "sell."

-p. 349, Art. 14.

Same as above.

CN 1804, Art. 1594.

Same as above.

Same as above.

ART. 2446. A contract of sale, between husband and wife, can take place only in the three following cases:

1. When one of the spouses makes a transfer of property to the other, who is judicially separated from him or her, in payment of his or her rights.

2. When the transfer made by the husband to his wife, even though not separated, has a legitimate cause, as the replacing of her dotal or other effects alienated.

3. When the wife makes a transfer of property to her husband, in payment of a sum promised to him as a dowry.

Saving, in these three cases, to the heirs of the contracting parties, their rights, if there exist any indirect advantage.

RCC—122, 1493 *et seq.*, 1749 *et seq.*, 1763, 1786, 1790, 1824, 1893, 2327, 2329, 2361, 2391, 2398, 2445, 2448, 2659.

RCC 1870, Art. 2446.

Same as above.

CC 1825, Art. 2421.

Same as above; but semicolon (;) after "rights", and after "alienated"; no punctuation after "saving", or after "three cases."

(No reference in Projet)

Le contrat de vente ne peut avoir lieu entre époux que dans les trois cas suivans:

1. Celui où l'un des deux époux cède des biens à l'autre époux, séparé juridiquement d'avec lui, en payement de ses droits;

2. Celui où la cession que le mari fait à la femme, même non séparée, a une cause légitime, comme le remploi de ses biens dotaux aliénés ou autres;

3. Celui où la femme cède des biens à son mari, en payement d'une somme qu'elle lui aurait promise en dot.

Sauf, dans ces trois cas, les droits des héritiers des parties contractantes, s'il y a avantage indirect.

CC 1808, p. 348, Art. 15.

A contract of sale between the husband and wife, can take place only in the three following cases:

Subds. 1, 2 same as subds. 1, 2, above; but no punctuation after "other", or after "wife"; comma (,) after "rights."

3d, When the wife makes a transfer of property to her husband in payment of a sum promised to him as a dowry; saving in these three last cases, to the heirs of the contracting parties their rights, if there exist any indirect advantage.

CN 1804, Art. 1595.

Par. 1 and subd. 1 same as par. 1 and subd. 1, above.

2. When the transfer made by the husband to his wife, even though not separated, has a legitimate cause, such as the replacing of her alienated immovables, or funds belonging to her, if these immovables or funds do not fall into the community.

3. When the wife makes a transfer of property to her husband in payment of a sum promised to him as a dowry, and when there is no community.

Last par. same as CC 1825, Art. 2421, last par., above.

-p. 349, Art. 15.

Same as above; but comma (,) after "entre époux", and after "deux époux"; semicolon (;) after "dot."

Par. 1 same as par. 1, above; but no punctuation after "époux."

1. Celui où l'un des deux époux cède des biens à l'autre, séparé judiciairement d'avec lui, en paiement de ses droits;

2. Celui où la cession que le mari fait à sa femme, même non séparée, a une cause légitime, telle que le remploi de ses immeubles aliénés, ou de deniers à elle appartenant, si ces immeubles ou deniers ne tombent pas en communauté;

3. Celui où la femme cède des biens à son mari en paiement d'une somme qu'elle lui aurait promise en dot, et lorsqu'il y a exclusion de communauté;

Last par. same as last par., above.

ART. 2447. Public officers connected with courts of justice, such as judges, advocates, attorneys, clerks and sheriffs, can not purchase litigious rights, which fall under the jurisdiction of the tribunal in which they exercise their functions, under penalty of nullity, and of having to defray all costs, damages and interest.

RCC—337, 1146, 1491, 1788, 1790, 1796, 2652 *et seq.*, 3556(18).

RCC 1870, Art. 2447.

Same as above.

CC 1825, Art. 2422.

Same as above.

(Projet, p. 303. Addition adopted; no comment)

Les fonctionnaires publics attachés aux cours de justice, tels que les juges, les avocats, les procureurs, les greffiers et les shérifs, ne peuvent acheter des droits litigieux, qui sont de la compétence du tribunal dans le ressort duquel ils exercent leurs fonctions, à peine de nullité, et de tous dépens, dommages et intérêts.

CC 1808. No corresponding article.

CN 1804, Art. 1597.

Judges, acting judges, *commissaires du Gouvernement*, their deputies, clerks, bailiffs, attorneys, official counsel and

Les juges, leurs suppléans, les commissaires du Gouvernement, leurs substituts, les greffiers, huissiers, avoués,

notaries, may not become transferees of lawsuits, litigious rights and actions which fall under the jurisdiction of the tribunal in which they exercise their functions, under penalty of nullity, and of having to defray costs, damages and interest.

défenseurs officieux et notaires, ne peuvent devenir cessionnaires des procès, droits et actions litigieux qui sont de la compétence du tribunal dans le ressort duquel ils exercent leurs fonctions, à peine de nullité, et des dépens, dommages et intérêts.

Chapter 3—OF THINGS WHICH MAY BE SOLD*

*See general comment by redactors, *Projet*, p. 303.

ART. 2448. Any effects of commerce may be sold, when there exists no particular law to prohibit the traffic thereof.

RCC—69, 222, 339, 449, 453 *et seq.*, 459, 483, 484, 486, 488, 491, 492, 555, 638, 654, 932, 1458, 1764, 1798, 1885, 1887, 1892, 2015, 2357 *et seq.*, 2390, 2397, 2446, 2449 *et seq.*, 2454, 2896, 3479, 3497. Acts 1904, No. 188.

RCC 1870, Art. 2448. (Same as Art. 2448 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2423. (No reference in *Projet*)

Any effects of commerce may be sold, when there exists [exist] no particular laws to prohibit the traffic thereof.

Tout ce qui est dans le commerce peut être vendu, lorsque des lois particulières n'en ont pas prohibé le trafic.

CC 1808, p. 348, Art. 16.

Same as above; but no punctuation after "sold"; "traffic" misspelled "trafic."

-p. 349, Art. 16.

Same as above.

CN 1804, Art. 1598.

Any effects of commerce may be sold when there exists no particular law to prohibit the alienation thereof.

Tout ce qui est dans le commerce, peut être vendu lorsque des lois particulières n'en ont pas prohibé l'aliénation.

Projet du Gouvernement (1800), Book III, Title XI, Art. 16.

Same as RCC 1870, Art. 2448, above.

Same as CC 1808, p. 349, Art. 16, above.

ART. 2449. Not only corporeal objects, such as movables and immovables, live stock and produce, may be sold, but also incorporeal things, such as a debt, an inheritance, the rights, titles and interests to an inheritance or to any parts thereof, a servitude or any other rights. (As amended by Acts 1888, No. 126)

RCC—460, 470, 471, 484, 654, 1764, 2448, 2454, 2481, 2642, 2896.

RCC 1870, Art. 2449. (Same as Art. 2449 of Proposed Revision of 1869)

Not only corporeal objects, such as movables and immovables, live stock and produce, may be sold, but also incorporeal things, such as a debt, an inheritance, a servitude, or any other rights.

CC 1825, Art. 2424. (No reference in *Projet*)

Not only corporeal objects, such as moveables and immoveables, slaves, live stock and produce, may be sold, but also incorporeal things, such as a debt, an

On peut vendre, non seulement des choses corporelles, comme des meubles et immeubles, des esclaves, des animaux, des denrées, mais aussi des choses in-

inheritance, a servitude, or any other rights.

corporelles, comme une dette, une hérédité, une servitude et tous autres droits.

CC 1808, p. 348, Art. 17.

Not only corporeal objects such as moveables and immoveables, slaves, live stock and produce may be sold, but also incorporeal things such as debt, an inheritance, a servitude or any other rights.

-p. 349, Art. 17.

Same as above.

CN 1804. No corresponding article.

ART. 2450. A sale is sometimes made of a thing to come: as of what shall accrue from an estate, of animals yet unborn, or such like other things, although not yet existing.

RCC—654, 1528, 1735, 1737, 1745, 1764, 1776, 1887, 1897, 2451, 2454.

RCC 1870, Art. 2450.

(Same as Art. 2450 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2425.

(No reference in Projet)

A sale is sometimes made of a thing to come, as of what shall accrue from an inheritance, of slaves or creatures yet unborn, or such like other things, although not yet existing.

Il se fait quelquefois des ventes de choses à venir, comme des fruits qui seront recueillis dans un héritage, des esclaves ou animaux qui pourront naître, et autres choses semblables, quoiqu'elles ne soient pas encore en nature.

CC 1808, p. 348, Art. 18.

Same as above; but no punctuation after "unborn", or after "things."

-p. 349, Art. 18.

Same as above.

CN 1804. No corresponding article.

ART. 2451. It also happens sometimes that an uncertain hope is sold; as the fisher sells a haul of his net before he throws it; and, although he should catch nothing, the sale still exists, because it was the hope that was sold, together with the right to have what might be caught.

RCC—1764, 1776, 1887, 1897, 2025, 2034, 2035, 2450, 2982 *et seq.*

RCC 1870, Art. 2451.

Same as above.

CC 1825, Art. 2426.

(No reference in Projet)

It also happens sometimes that an uncertain hope is sold, as the fisher sells a haul of his net, before he throws it, and although he should catch nothing, the sale still exists, because it was the hope that was sold, together with the right to have what might be caught.

Il arrive aussi quelquefois qu'on vend une espérance incertaine, comme un pêcheur vend un coup de filet avant qu'il le jette; et quoiqu'il ne prenne rien, la vente subsiste; car c'était l'espérance qui était vendue, et le droit d'avoir ce qui serait pris.

CC 1808, p. 348, Art. 19.

It also happens sometimes that an uncertain hope is sold, as the fisher sells a haul of his net, before ever he throws it, and although he should catch nothing, the sale still exists; because it was the hope that was sold together with the right to have what might be caught.

-p. 349, Art. 19.

Same as above; but comma (,) after "jette", and after "subsiste."

CN 1804. No corresponding article.

ART. 2452. The sale of a thing belonging to another person is null; it may give rise to damages, when the buyer knew not that the thing belonged to another person.

RCC—1281, 1639, 1821, 1824, 1889, 1893, 1922, 1934, 1968, 2139, 2221, 2313, 2453, 2475, 2500 *et seq.*, 2505, 2506, 2510, 2557, 2572, 2662, 2947, 3062, 3145, 3478 *et seq.*, 3483 *et seq.*, 3507, 3511, 3513, 3525.

RCC 1870, Art. 2452.

Same as above.

CC 1825, Art. 2427.

(No reference in Projet)

Same as above; but comma (,) after “person.”

La vente de la chose d'autrui est nulle; elle peut donner lieu à des dommages-intérêts, lorsque l'acheteur a ignoré que la chose fût à autrui.

CC 1808, p. 348, Art. 20.

The sale of a thing belonging to another person is null; it may give rise to damages when the buyer knew not that said thing belonged to another person.

-p. 349, Art. 20.

Same as above.

CN 1804, Art. 1599.

Same as above.

Same as above; but colon (:) after “nulle”; no punctuation after “dommages-intérêts.”

ART. 2453. The thing claimed as the property of the claimant can not be alienated pending the action, so as to prejudice his right. If judgment be rendered for him, the sale is considered as a sale of another's property, and does not prevent him from being put in possession by virtue of such judgment. Nor shall it be lawful for debtors or third possessors of property, subject to a mortgage of any kind, to transfer or alienate such property, pending an action to enforce the mortgage, and any transfer or alienation made in contravention of the provisions of this article, shall have no effect as against the plaintiff, or plaintiffs, in such pending action. (As amended by Acts 1878, No. 3)

RCC—869, 970, 2452, 3397. Acts 1904, No. 22.

RCC 1870, Art. 2453.

The thing, claimed as the property of the claimant, can not be alienated, pending the action, so as to prejudice his right. If judgment be rendered for him, the sale is considered as a sale of another's property, and does not prevent him from being put in possession by virtue of such judgment.

CC 1825, Art. 2428.

(Projet, p. 303. Addition adopted; no comment)

Same as above.

La chose revendiquée ne peut être vendue pendant l'instance en revendication, de manière à porter préjudice à celui qui revendique; si jugement est rendu en sa faveur, cette vente est considérée comme vente du bien d'autrui, et ne l'empêche pas de se faire mettre en possession, en vertu de ce jugement.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2454. The succession of a living person can not be sold.

RCC—11, 978, 984, 1887, 1888, 2326, 2449, 2450, 2513, 2650.

RCC 1870, Art. 2454.

Same as above.

CC 1825, Art. 2429.

Same as above.

(No reference in Projet)

On ne peut vendre la succession d'une personne vivante.

CC 1808, p. 348, Art. 21.

Same as above.

-p. 349, Art. 21.

Same as above.

CN 1804, Art. 1600.

The succession of a living person cannot be sold, even with his consent.

On ne peut vendre la succession d'une personne vivante, même de son consentement.

Projet du Gouvernement (1800), Book III, Title XI, Art. 18.

Same as CC 1808, p. 348, Art. 21, above.

Same as CC 1808, p. 349, Art. 21, above.

ART. 2455. If, at the moment of the sale, the thing sold is totally destroyed, the sale is null; if there is only a part of the thing destroyed, the purchaser has the choice, either to abandon the sale, or to retain* the preserved part, by having the price thereof determined by appraisal.

RCC—1643, 1700, 1701, 1821, 1824, 1833, 1893, 1896 *et seq.*, 2044, 2071 *et seq.*, 2155, 2219, 2511, 2697, 2728, 2785, 2879.

RCC 1870, Art. 2455.

Same as above.

CC 1825, Art. 2430.

Same as above.

(No reference in Projet)

Si au moment de la vente, la chose vendue était périe en totalité, la vente serait nulle.

Si une partie seulement de la chose est périe, il est au choix de l'acquéreur d'abandonner la vente, ou de demander* la partie conservée, en faisant diminuer [déterminer] le prix par appréciation.

CC 1808, p. 348, Art. 22.

Same as above; but "preserved" misspelled "reserved"; no punctuation after "If", after "choice", or after "abandon the sale."

-p. 349, Art. 22.

Same as above; but "diminuer" correctly spelled "déterminer"; no punctuation after "vente."

CN 1804, Art. 1601.

If at the moment of the sale the thing sold is totally destroyed, the sale is null.

If there is only a part of the thing destroyed, the purchaser has the choice, either to abandon the sale, or to claim the preserved part, by having the price thereof determined by appraisal.

Par. 1 same as par. 1, above; but no punctuation after "de la vente."

Si une partie seulement de la chose est périe, il est au choix de l'acquéreur d'abandonner la vente, ou de demander la partie conservée, en faisant déterminer le prix par la ventilation.

*Note error in English translation of French text; "retain" should be "claim."

Chapter 4—HOW THE CONTRACT OF SALE IS TO BE
PERFECTED*

*See general comment by redactors, *Projet*, p. 303.

ART. 2456. The sale is considered to be perfect between the parties, and the property is of right acquired to the purchaser with regard to the seller, as soon as there exists an agreement for the object and for the price thereof, although the object has not yet been delivered, nor the price paid.

RCC—1779, 1803, 1811, 1898, 1909, 1910, 1915 *et seq.*, 1919 *et seq.*, 2439, 2457 *et seq.*, 2462, 2464, 2468, 2479, 2481, 2486, 2489, 2553, 2556, 2651, 2656, 2661, 2781, 2782.

RCC 1870, Art. 2456. (Same as Art. 2456 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2431. (No reference in *Projet*)

The sale is considered to be perfect between the parties, and the property is of right acquired to the purchaser with regard to the seller, as soon as there exists an agreement for the object and for the price thereof, although the object has not yet been delivered, nor the payment made.

La vente est parfaite entre les parties, et la propriété est acquise de droit à l'acheteur, à l'égard du vendeur, dès qu'on est convenu de la chose et du prix, quoique la chose n'ait pas encore été livrée, ni le prix payé.

CC 1808, p. 346, Art. 4.

The sale is considered to be perfect between the parties, and the property is of right acquired to the purchaser with regard to the seller, as soon as there exists an agreement for the object and for the price thereof, although said object has not yet been delivered, nor the payment made, [.]

-p. 347, Art. 4.

Same as above; but comma (,) after "parfaite."

CN 1804, Art. 1583.

Same as above.

Elle est parfaite entre les parties, et la propriété est acquise de droit à l'acheteur à l'égard du vendeur, dès qu'on est convenu de la chose et du prix, quoique la chose n'ait pas encore été livrée ni le prix payé.

ART. 2457. The sale may be made purely and simply, or under a condition either suspensive or resolute. The object of the sale may also be two or more alternative things.

In all these cases, its effects are regulated by the principles laid down in the title: *Of Conventional Obligations*.

RCC—1702, 2013, 2021, 2043, 2044, 2045, 2062, 2065 *et seq.*, 2112, 2438, 2456, 2460, 2471 *et seq.*

RCC 1870, Art. 2457. (Same as Art. 2457 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2432.

(No reference in Projet)

The sale may be made purely and simply, or under a condition either suspensive or resolutive. The object of the sale may also be to have* two or several alternative things.

Par. 2 same as par. 2, above; but no punctuation after "title."

La vente peut être faite, purement et simplement, ou sous une condition, soit suspensive, soit résolutoire; elle peut aussi avoir pour objet* deux ou plusieurs choses alternatives: dans tous ces cas, son effet est réglé par les principes expliqués au titre des *obligations conventionnelles*.

CC 1808, p. 346, Art. 5.

The sale may be made purely and simply or under a condition either suspensive or resolutive. The object of said sale may also be to have* two or several alternative things.

In all these cases its effects are regulated by the principles laid down in the *title of contracts and conventional obligations in general*.

-p. 347, Art. 5.

La vente peut être faite, purement et simplement, ou sous une condition, soit suspensive, soit résolutoire. Elle peut aussi avoir, pour objet,* deux ou plusieurs choses alternatives: dans tous ces cas, son effet est réglé par les principes expliqués au titre des *contrats et obligations conventionnelles en général*.

CN 1804, Art. 1584.

The sale may be made purely and simply, or under a condition either suspensive or resolutive.

The object of the sale may also be two or more alternative things.

In all these cases, its effect is regulated by the general principles of agreements.

La vente peut être faite purement et simplement, ou sous une condition soit suspensive, soit résolutoire.

Elle peut aussi avoir pour objet deux ou plusieurs choses alternatives.

Dans tous ces cas, son effet est réglé par les principes généraux des conventions.

*"To have" has no counterpart in French text.

ART. 2458. When goods, produce, or other objects, are not sold in a lump, but by weight, by tale, or by measure, the sale is not perfect, inasmuch as the things so sold are at the risk of the seller, until they be weighed, counted or measured; but the buyer may require either the delivery of them or damages, if there be any, in case of non-execution of the contract.

RCC—1779, 1886, 1909, 1915 *et seq.*, 2456, 2459, 2460, 2467, 2468, 2477, 2478, 2485.

RCC 1870, Art. 2458.

(Same as Art. 2458 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2433.

(No reference in Projet)

When goods, produce, or other objects, are not sold in a lump, but by weight, by tale, or by measure, the sale is not perfect, inasmuch as the things so sold are at the risk of the seller, until they be weighed, counted or measured; but the buyer may require either the delivery of them or damages, if any be for the same, in case of non-execution of the contract.

Lorsque des marchandises, denrées ou autres objets, ne sont pas vendus en bloc, mais au poids, au compte ou à la mesure, la vente n'est point parfaite, en ce sens, que les choses vendues sont aux risques du vendeur, jusqu'à ce qu'elles soient pesées, comptées ou mesurées; mais l'acheteur peut en demander ou la délivrance, ou des dommages-intérêts, s'il y a lieu, en cas d'inexécution de l'engagement.

CC 1808, p. 346, Art. 6.

Same as above; but no punctuation after "objects", after "perfect", or after "seller"; colon (:) after "measured"; comma (,) after "any be."

-p. 347, Art. 6.

Same as above; but comma (,) after "demander."

CN 1804, Art. 1585.

When goods are not sold in a lump, but by weight, by tale, or by measure, the sale is not perfect, inasmuch as the things so sold are at the risk of the seller, until they be weighed, counted or measured; but the buyer may require either the delivery of them or damages, if there be any, in case of non-execution of the contract.

Lorsque des marchandises ne sont pas vendues en bloc, mais au poids, au compte ou à la mesure, la vente n'est point parfaite, en ce sens que les choses vendues sont aux risques du vendeur jusqu'à ce qu'elles soient pesées, comptées ou mesurées; mais l'acheteur peut en demander ou la délivrance ou des dommages-intérêts, s'il y a lieu, en cas d'inexécution de l'engagement.

ART. 2459. If, on the contrary, the goods, produce or other objects, have been sold in a lump, the sale is perfect, though these objects may not have been weighed, counted or measured.

RCC—1909, 1915 *et seq.*, 1925, 2456, 2458, 2460.

RCC 1870, Art. 2459.

Same as above.

CC 1825, Art. 2434.

(No reference in Projet)

Same as above.

Si au contraire, les marchandises, denrées ou autres objets ont été vendus en bloc, la vente est parfaite, quoique ces objets n'aient pas encore été pesés, comptés ou mesurés.

CC 1808, p. 346, Art. 7.

If on the contrary the said goods, produce or other objects have been sold in a lump, the sale is perfect, though these said objects may not have been weighed, counted or measured.

-p. 347, Art. 7.

Same as above; but comma (,) after "Si."

CN 1804, Art. 1586.

If, on the contrary, the goods have been sold in a lump, the sale is perfect, though the goods may not have been weighed, counted or measured.

Si au contraire les marchandises ont été vendues en bloc, la vente est parfaite, quoique les marchandises n'aient pas encore été pesées, comptées ou mesurées.

ART. 2460. Things, of which the buyer reserves to himself the view and trial, although the price be agreed on, are not sold, until the buyer be satisfied with the trial, which is a kind of suspensive condition of the sale.

RCC—1776, 2043, 2044, 2439, 2457 *et seq.*

RCC 1870, Art. 2460.

Same as above.

CC 1825, Art. 2435.

(No reference in Projet)

Same as above.

Les choses, dont l'acheteur se réserve la vue ou l'essai, quoique le prix en soit fait, ne sont vendues, qu'après que l'acheteur est content de l'épreuve, qui est une espèce de condition suspensive de la vente.

CC 1808, p. 346, Art. 8.

Things of which the buyer reserves to himself the view and trial, although

-p. 347, Art. 8.

Same as above; but no punctuation after "vendues."

the price be agreed on, are not sold until the buyer be satisfied with the trial, which is a kind of suspensive condition of sale.

CN 1804, Art. 1587.

With respect to wine, oil, and other things that it is customary to taste before purchasing, there is no sale so long as the purchaser has not tasted and approved them.

A l'égard du vin, de l'huile, et des autres choses que l'on est dans l'usage de goûter avant d'en faire l'achat, il n'y a point de vente tant que l'acheteur ne les a pas goûtées et agréées.

-Art. 1588.

The sale made on trial is always presumed made under a suspensive condition.

La vente faite à l'essai est toujours présumée faite sous une condition suspensive.

ART. 2461. The sale of a thing includes that of its accessories, and of whatever has been destined for its constant use, unless there be a reservation to the contrary.

RCC—479, 480, 498, 504, 654, 771, 1636, 1764, 1903, 2015, 2490, 2645, 2651, 3040, 3250. Acts 1910, No. 232; 1932, No. 166.

RCC 1870, Art. 2461.

Same as above.

CC 1825, Art. 2436.

Same as above.

(Projet, p. 304. Addition adopted; no comment)

La vente de la chose entraîne celle de ses accessoires, et de tout ce qui a été destiné à son usage perpétuel, s'il n'y a réserve contraire.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2462. A promise to sell, when there exists a reciprocal consent of both parties as to the thing, the price and terms, and which, if it relates to immovables, is in writing, so far amounts to a sale, as to give either party the right to enforce specific performance of same.

One may purchase the right, or option to accept or reject, within a stipulated time, an offer or promise to sell, after the purchase of such option, for any consideration therein stipulated, such offer, or promise can not be withdrawn before the time agreed upon; and should it be accepted within the time stipulated, the contract or agreement to sell, evidenced by such promise and acceptance, may be specifically enforced by either party. (As amended by Acts 1920, No. 27)

RCC—1763, 1768, 1798, 1799, 1802, 1803, 1824, 1909, 1910, 1926, 1927, 2046, 2086, 2275, 2439, 2440, 2456, 2463, 2551, 2556, 2661, 2782.

Art. 2462.

A promise to sell, when there exists a reciprocal consent of both parties as to the thing, the price and terms, and which, if it relates to immovables is in writing, so far amounts to a sale as to give either party the right to enforce specific performance of same.

One may purchase the right, or option, to accept or reject, within a stipulated time, an offer or promise to sell. After the purchase of such option, for value, such offer or promise can not be withdrawn before the time agreed upon; and should it be accepted within the time stipulated, the contract, or agreement, to sell, evidenced by such promise and acceptance, may be specifically enforced by either party. (As amended by Acts 1910, No. 249)

RCC 1870, Art. 2462.

(Same as Art. 2462 of Proposed Revision of 1869)

A promise to sell amounts to a sale, when there exists a reciprocal consent of both parties, as to the thing and the price thereof; but, to have its effect, either between the contracting parties or with regard to other persons, the promise to sell must be vested with the same formalities, as are above prescribed in articles 2439 and 2440 concerning sales, in all cases where the law directs that the sale be committed to writing.

CC 1825, Art. 2437.

(No reference in Projet)

A promise to sell amounts to a sale, when there exists a reciprocal consent of both parties, as to the thing and the price thereof; but, to have its effect, either between the contracting parties or with regard to other persons, the promise to sell must be vested with the same formalities, as are above prescribed in articles 2414 and 2415 concerning sales, in all cases where the law directs that the sale be committed to writing.

La promesse de vendre vaut vente, lorsqu'il y a consentement réciproque des deux parties, sur la chose et sur le prix. Mais, pour avoir effet, soit entre les parties contractantes, soit à l'égard des tiers, la promesse de vendre doit être revêtue des mêmes formalités qui sont prescrites par les articles 2414 et 2415 ci-dessus, dans tous les cas où la loi exige que la vente soit rédigée par écrit.

CC 1808, p. 346, Art. 9.

A promise to sell amounts to a sale when there exists a reciprocal consent of both parties, as to the thing and the price thereof; but to have its effect either between the contracting parties or with regard to other persons, the promise to sell must be vested with the same formalities as are above prescribed in articles 2 and 3 concerning sales, in all cases where the law directs that the sale be committed to writing.

-p. 347, Art. 9.

La promesse de vendre, vaut vente, lorsqu'il y a consentement réciproque des deux parties, sur la chose et sur le prix.

Mais, pour avoir effet, soit entre les parties contractantes, soit à l'égard des tiers, la promesse de vendre doit être revêtue des mêmes formalités qui sont prescrites pour les ventes, par les articles 2 et 3 ci-dessus, dans tous les cas où la loi exige que la vente soit rédigée par écrit.

CN 1804, Art. 1589.

The promise of sale amounts to a sale when there exists a reciprocal consent of both parties as to the thing and the price thereof.

La promesse de vente vaut vente, lorsqu'il y a consentement réciproque des deux parties sur la chose et sur le prix.

Projet du Gouvernement (1800), Book III, Title XI, Art. 8.

A promise to sell amounts to a sale, when there exists a reciprocal consent of both parties as to the thing and the price thereof.

La promesse de vendre vaut vente, lorsqu'il y a consentement réciproque des deux parties sur la chose et le prix.

ART. 2463. But if the promise to sell has been made with the giving of earnest, each of the contracting parties is at liberty to recede from the promise; to wit: he who has given the earnest, by forfeiting it; and he who has received it, by returning the double.

RCC—1761, 2117, 2125, 2462.

RCC 1870, Art. 2463.

Same as above.

CC 1825, Art. 2438.

(Projet, p. 304. Amendment † adopted; comment by redactors)

Same as above; but comma (,) after "promise."

Mais si la promesse de vendre a été faite avec des arrhes, chacun des contractans est maître de s'en départir; celui qui les a données, en les perdant, et celui qui les a reçus, en restituant le double.

CC 1808, p. 346, Art. 10.

But if the promise to sell has been made with the giving of earnest, each of the contracting parties is at liberty to recede from said promise, to wit: he who has given said earnest by forfeiting it, and he who has received it by returning the same.

CN 1804, Art. 1590.

If the promise to sell has been made with the giving of earnest, each of the contracting parties is at liberty to recede from said promise;

He who has given said earnest, by forfeiting it,

And he who has received it, by returning the double.

-p. 347, Art. 10.

Mais, si la promesse de vendre a été faite avec des arrhes, chacun des contractans est maître de s'en départir, savoir: celui qui les a données, en les perdant, et celui qui les a reçues, en les restituant.

Si la promesse de vendre a été faite avec des arrhes, chacun des contractans est maître de s'en départir,

Celui qui les a données, en les perdant,

Et celui qui les a reçues, en restituant le double.

ART. 2464. The price of the sale must be certain, that is to say, fixed and determined by the parties.

It ought to consist of a sum of money, otherwise it would be considered as an exchange.

It ought to be serious, that is to say, there should have been a serious and true agreement that it should be paid.

It ought not to be out of all proportion with the value of the thing; for instance the sale of a plantation for a dollar could not be considered as a fair sale; it would be considered as a donation disguised.

RCC—1768, 1772, 1815, 1824, 1860 *et seq.*, 1886, 1893, 1894, 1900, 2439, 2456, 2465, 2505, 2549, 2589, 2591, 2594, 2660, 2671.

RCC 1870, Art. 2464.

Same as above.

CC 1825, Art. 2439.

(Projet, p. 304. Amendment adopted; no comment)

Same as above; but comma (,) after "instance."

Le prix de la vente doit être certain, c'est-à-dire, désigné et déterminé par les parties.

Il doit consister dans une somme d'argent; car autrement ce serait un échange.

Il doit être sérieux, c'est-à-dire, qu'il doit avoir été sérieusement et véritablement convenu qu'il serait payé.

Il ne doit pas être hors de toute proportion avec la valeur de la chose; par exemple, la vente d'une habitation pour une piastre, ne pourrait valoir comme vente; ce serait une donation déguisée.

CC 1808, p. 346, Art. 11.

Same as pars. 1, 2, above; but colon (:;) after "parties."

-p. 347, Art. 11.

Same as pars. 1, 2, above; but semicolon (;) after "parties"; comma (,) after "d'argent."

CN 1804, Art. 1591.

The price of the sale must be determined and fixed by the parties.

Le prix de la vente doit être déterminé et désigné par les parties.

Projet du Gouvernement (1800), Book III, Title XI, Art. 10.

The price of the sale must be certain, and must consist of a determinate thing.

Le prix de la vente doit être certain, et consister dans une chose déterminée.

ART. 2465. The price, however, may be left to the arbitration of a third person; but if such person can not, or be unwilling to make the estimation, there exists no sale.

RCC—2464, 2671, 2672, 2866, 3099 *et seq.*

RCC 1870, Art. 2465.

Same as above.

CC 1825, Art. 2440.

Same as above.

(No reference in Projet)

Le prix peut cependant être laissé à l'arbitrage d'un tiers; mais si le tiers ne peut ou ne veut faire l'estimation, il n'y a point de vente.

CC 1808, p. 346, Art. 12.

The price however may be left to the arbitration of a third person, but if said third person cannot, or be unwilling to make said estimation, there exists no sale.

-p. 347, Art. 12.

Same as above; but comma (,) after "prix peut", after "cependant", after "d'un tiers", and after "ne peut."

CN 1804, Art. 1592.

It may however be left to the arbitration of a third person: if the third person is unwilling to or cannot make the estimation, there exists no sale.

Il peut cependant être laissé à l'arbitrage d'un tiers: si le tiers ne veut ou ne peut faire l'estimation, il n'y a point de vente.

ART. 2466. The expenses of the act or other incidental costs of sale, are chargeable to the buyer, unless some agreement be made to the contrary.

RCC—388, 588, 2158, 2483, 2506, 2531.

RCC 1870, Art. 2466.

Same as above.

CC 1825, Art. 2441.

Same as above.

(No reference in Projet)

Les frais d'actes, et autres accessoires à la vente sont à la charge de l'acquéreur, si le contraire n'a été convenu.

CC 1808, p. 346, Art. 13.

Same as above; but no punctuation after "buyer."

-p. 347, Art. 13.

Same as above; but comma (,) after "vente."

CN 1804, Art. 1593.

The expenses of the act and other incidental costs of sale are chargeable to the buyer.

Les frais d'actes et autres accessoires à la vente sont à la charge de l'acheteur.

Chapter 5—AT WHOSE RISK THE THING IS, AFTER THE SALE IS COMPLETED*

*See general comment by redactors, Projet, p. 304.

ART. 2467. As soon as the contract of sale is completed, the thing sold is at the risk of the buyer, but with the following modifications.

RCC—1898, 1909, 1915 *et seq.*, 2044, 2151, 2219, 2468 *et seq.*, 2552, 2555, 2556, 2656.

RCC 1870, Art. 2467.

Same as above.

CC 1825, Art. 2442.

Same as above.

(Projet, p. 304. Substitution † adopted; no comment)

Dès que le contrat est parfait, la chose vendue est aux risques de l'acheteur, sauf les modifications suivantes.

CC 1808, p. 352, Art. 48.

When a question arises whether the seller or the buyer ought to support the loss or deterioration of the thing sold but not delivered it shall be decided according to the rules laid down under the title of *contracts or conventional obligations in general*.

-p. 353, Art. 48.

La question de savoir sur lequel, du vendeur ou de l'acquéreur doit tomber la perte ou la détérioration de la chose vendue, avant la livraison, est jugée d'après les règles établies au titre *des contrats ou des obligations conventionnelles en général*.

CN 1804, Art. 1624.

Same as above.

La question de savoir sur lequel, du vendeur ou de l'acquéreur, doit tomber la perte ou la détérioration de la chose vendue avant la livraison, est jugée d'après les règles prescrites au titre *des Contrats ou des Obligations conventionnelles en général*.

ART. 2468. Until the thing sold is delivered to the buyer, the seller is obliged to guard it as a faithful administrator; and if, through want of this care, the thing is destroyed, or its value diminished,* the seller is responsible for the loss.

RCC—1907 *et seq.*, 1923, 1930, 1934, 2298, 2456, 2458, 2467, 2469, 2470, 2472, 2473, 2475, 2477 *et seq.*

RCC 1870, Art. 2468.

Same as above.

CC 1825, Art. 2443.

Same as above.

(Projet, p. 304. Addition adopted; no comment)

En attendant que la chose vendue soit délivrée à l'acheteur, le vendeur est obligé de veiller à sa conservation en bon père de famille, et si, faute de ce soin, elle vient à périr ou à être détériorée,* la perte est pour son compte.

CC 1808. No corresponding article.**CN 1804.** No corresponding article.

*Note error in English translation of French text; "its value diminished" should be "grows worse."

ART. 2469. The seller is released from this degree of care, when the buyer delays obtaining the possession; but he is still liable for any injury which the thing sold may sustain, through gross neglect on his part.

RCC—1907, 1909, 1910, 1915 *et seq.*, 1934, 2468, 2470, 2555, 2556, 2758.

RCC 1870, Art. 2469.

Same as above.

(Same as Art. 2469 of Proposed Revision of 1869)

CC 1825, Art. 2444.

He is released from this degree of care, when the buyer delays obtaining the possession; but he is still liable for

(Projet, p. 305. Addition adopted; no comment)

Il est déchargé de cette espèce de soin, lorsque l'acheteur est en demeure de recevoir la délivrance; mais il est en-

any injury which the thing sold may sustain, through gross neglect on his part. core responsable du mal qui arriverait à la chose vendue par une négligence grossière de sa part.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2470. If it is the seller who delays to deliver the thing, and it be destroyed, even by a fortuitous event, it is he who sustains the loss, unless it appear certain that the fortuitous event would equally have occasioned the destruction of the thing in the buyer's possession, after delivery.

RCC—1909, 1910, 1916, 1933, 2219, 2468, 2469, 2555, 2900.

RCC 1870, Art. 2470.

Same as above.

CC 1825, Art. 2445.

Same as above.

(Projet, p. 305. Addition adopted; no comment)

Si c'est le vendeur, qui est en demeure de délivrer la chose, et qu'elle vienne à se perdre, même par cas fortuit, c'est lui qui en souffre la perte, à moins qu'il ne soit certain que ce cas fortuit aurait également occasionné à l'acheteur la perte de la chose vendue après la délivrance.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2471. A sale, made with a suspensive condition, does not transfer the property to the buyer, until the fulfillment of the condition.

If the thing be destroyed before this happens, the loss is sustained by the seller.

If the thing be only deteriorated, when the condition is accomplished, the buyer has the choice either to take it in the state in which it is, or to dissolve the contract.

If it has undergone any improvement without the agency of the seller, the buyer has the advantage of this improvement, without having to pay any increase of price.

RCC—1897, 2043, 2044, 2046 *et seq.*, 2219, 2457, 2697, 2785.

RCC 1870, Art. 2471.

Same as above.

CC 1825, Art. 2446.

Same as above; but comma (,) after "choice."

(Projet, p. 305. Addition † adopted; no comment)

La vente faite sous une condition suspensive, ne transportant pas la propriété à l'acheteur avant l'événement de la condition, si la chose vient à périr avant que la condition arrive, sa perte est pour le vendeur.

Si la chose n'est que détériorée, lorsque la condition s'accomplit, l'acheteur a le choix de la prendre dans l'état où elle se trouve, ou de résoudre le contrat.

Si elle a éprouvé quelqu'amélioration sans le fait du vendeur, l'acheteur en profite sans être tenu de donner une augmentation de prix.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2472. In alternative sales, whether the choice be left to the seller, or be expressly granted to the buyer, the first of the two things which perishes after the contract, is a loss to the seller, and he must give up that which remains. But if that which remains also perish, it is the buyer's loss, and he must pay the price of it.

RCC—2066 *et seq.*, 2457, 2468, 2473.

RCC 1870, Art. 2472.

Same as above.

CC 1825, Art. 2447.

Same as above.

(Projet, p. 305. Addition adopted; no comment)

Dans les ventes alternatives, soit que le choix ait été laissé au vendeur, soit qu'il ait été expressément accordé à l'acheteur, la première des deux choses, qui vient à périr depuis le contrat, périt pour le compte du vendeur, et il est obligé de livrer celle qui reste. Mais si celle qui reste vient aussi à périr, elle périt pour l'acheteur, et il en doit le prix.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2473. In the case specified in the above article, when the choice is reserved to the buyer, he may recede from the contract, if one of the things has perished, provided he has not delayed to be put in possession.

RCC—1933, 2044, 2068, 2071, 2072, 2219 *et seq.*, 2457, 2468, 2472.

RCC 1870, Art. 2473.

Same as above.

CC 1825, Art. 2448.

Same as above.

(Projet, p. 305. Addition ‡ adopted; no comment)

Dans les cas de l'article précédent lorsque c'est l'acheteur qui s'est réservé le choix, il peut se désister du contrat, si l'une des deux choses a péri avant qu'il fût en demeure de recevoir la délivrance.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Chapter 6—OF THE OBLIGATIONS OF THE SELLER

ART. 2474. The seller is bound to explain himself clearly respecting the extent of his obligations: any obscure or ambiguous clause is construed against him.

RCC—753, 1945 *et seq.*, 1957 *et seq.*, 1967, 2037, 2068.

RCC 1870, Art. 2474.

Same as above.

CC 1825, Art. 2449.

Same as above.

(No reference in Projet)

Le vendeur est tenu d'expliquer clairement ce à quoi il s'oblige; tout pacte obscur ou ambigu s'interprète contre lui.

CC 1808, p. 348, Art. 23.

Same as above; but comma (,) after "obligations."

-p. 349, Art. 23.

Same as above; but "s'interprète" misspelled "s'intepète."

CN 1804, Art. 1602.

Same as above.

Le vendeur est tenu d'expliquer clairement ce à quoi il s'oblige.

Tout pacte obscur ou ambigu s'interprète contre le vendeur.

Projet du Gouvernement (1800), Book III, Title XI, Art. 23.

Same as above.

Same as CC 1808, p. 349, Art. 23, above; but "s'intepète" correctly spelled "s'interprète"; period (.) after "s'oblige."

ART. 2475. The seller is bound to two principal obligations, that of delivering and that of warranting the thing which he sells.

RCC—1907 *et seq.*, 2476 *et seq.*, 2491, 2500, 2501, 2517, 2519, 2548, 2624, 2646, 2656.

RCC 1870, Art. 2475.

Same as above.

CC 1825, Art. 2450.

Same as above.

(No reference in Projet)

Le vendeur est soumis à deux obligations principales; celle de délivrer, et celle de garantir la chose qu'il vend.

CC 1808, p. 348, Art. 24.

The seller is bound to two principal obligations, that of delivery and warranting the thing which he sells.

-p. 349, Art. 24.

Same as above.

CN 1804, Art. 1603.

He has two principal obligations, that of delivering and that of warranting the thing which he sells.

Il a deux obligations principales, celle de délivrer et celle de garantir la chose qu'il vend.

ART. 2476. The warranty respecting the seller has two objects; the first is the buyer's peaceable possession of the thing sold, and the second is the hidden defects of the thing sold or its redhibitory vices.

RCC—2345, 2475, 2500 *et seq.*, 2517, 2519, 2520 *et seq.*, 2529, 2548, 2557, 2624, 2682, 2695, 2785, 2857, 3227 *et seq.*, 3410.

RCC 1870, Art. 2476.

Same as above.

CC 1825, Art. 2451.

Same as above; but colon (:) after "objects"; comma (,) after "defects of the thing sold."

(No reference in Projet)

La garantie, que doit le vendeur, a deux objets; le premier, est la possession paisible de l'acheteur dans la chose vendue, et le second, les défauts cachés de cette chose ou les vices rédhibitoires.

CC 1808, p. 348, Art. 25.

The warranty respecting the seller has two objects; the first is the buyer's peaceable possession of the thing sold; the second is the hidden defects of the thing sold, or the redhibitory vices.

-p. 351, Art. 25.

Same as above; but no punctuation after "garantie"; semicolon (;) after "vendue."

CN 1804, Art. 1625.

The warranty that the seller owes to the buyer, has two objects: the first is the peaceable possession of the thing sold; the second, the hidden defects of the thing sold or the redhibitory vices.

La garantie que le vendeur doit à l'acquéreur, a deux objets: le premier est la possession paisible de la chose vendue; le second, les défauts cachés de cette chose ou les vices rédhibitoires.

Section 1—OF THE TRADITION OR DELIVERY OF THE THING SOLD

ART. 2477. The tradition or delivery is the transferring of the thing sold into the power and possession of the buyer.

RCC—1909, 1910, 1920, 1924, 2247, 2458, 2468, 2475, 2478 *et seq.*, 2491, 2549, 2642, 2656, 2693, 2758, 2930, 3152.

RCC 1870, Art. 2477.

Same as above.

CC 1825, Art. 2452.

Same as above.

(No reference in *Projet*)

La tradition ou délivrance, est le transport de la chose vendue en la puissance et possession de l'acheteur.

CC 1808, p. 350, Art. 26.

Same as above; but comma (,) after "sold."

-p. 351, Art. 26.

Same as above.

CN 1804, Art. 1604.

Delivery is the transferring of the thing sold into the power and possession of the buyer.

La délivrance est le transport de la chose vendue en la puissance et possession de l'acheteur.

ART. 2478. The tradition or delivery of movable effects takes place either by their real tradition, or by the delivery of the keys of the buildings in which they are kept; or, even by the bare consent of the parties, if the things can not be transported at the time of sale, or if the purchaser had them already in his possession under another title.

RCC—743, 1537, 1550, 1909, 1922 *et seq.*, 2247, 2458, 2477, 2479, 2481, 2551, 2642, 2930, 3153, 3162.

RCC 1870, Art. 2478.

Same as above.

CC 1825, Art. 2453.

Same as above.

(No reference in *Projet*)

La tradition ou délivrance des effets mobiliers s'opère, ou par la tradition réelle, ou par la remise des clefs des bâtimens qui les contiennent, ou même par le seul consentement des parties, si le transport ne peut s'en faire au moment de la vente, ou si l'acheteur les avait déjà en son pouvoir, à un autre titre.

CC 1808, p. 350, Art. 27.

Same as above; but semicolon (;) after "real tradition", and after "sale"; no punctuation after "kept", or after "kept or."

-p. 351, Art. 27.

Same as above; but no punctuation after "pouvoir."

CN 1804, Art. 1606.

The delivery of movable effects takes place,

Either by their real tradition,

Or by the delivery of the keys of the buildings in which they are kept,

La délivrance des effets mobiliers s'opère,

Ou par la tradition réelle,

Ou par la remise des clefs des bâtimens qui les contiennent,

Or even by the bare consent of the parties, if the things cannot be transported at the time of sale, or if the purchaser had them already in his possession under another title.

Ou même par le seul consentement des parties, si le transport ne peut pas s'en faire au moment de la vente, ou si l'acheteur les avait déjà en son pouvoir à un autre titre.

ART. 2479. The law considers the tradition or delivery of immovables, as always accompanying the public act, which transfers the property. Every obstacle which the seller afterwards interposes to prevent the taking of corporal possession by the buyer, is considered as a trespass.

RCC—1537, 1550, 1920 *et seq.*, 2246, 2264, 2266, 2275, 2432, 2442, 2456, 2477, 2478, 2551, 2620, 3483 *et seq.* Acts 1906, No. 113.

RCC 1870, Art. 2479. (Same as Art. 2479 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2455. (Projet, p. 305. Substitution adopted; no comment)

The law considers the tradition or delivery of immovables, as always accompanying the public act, which transfers the property. Every obstacle which the seller afterwards interposes to prevent the corporal possession of the buyer, is considered as a trespass.

La loi considère la tradition ou délivrance des immeubles, comme accompagnant toujours l'acte public qui en transporte la propriété. Tout obstacle que le vendeur pourrait mettre ensuite à la prise de possession corporelle par l'acheteur, serait considéré comme un trouble.

CC 1808, p. 350, Art. 29.

Tradition or delivery of immovables is made by the seller, when he leaves to the purchaser the free possession of the same, by dispossessing himself, either by the delivery of the titles, if any, or of the keys, if it is a place shut up such as a house, a park, a garden and the like; or by putting the buyer on the premises; or only, by letting him have a view of the same, or by consenting that he become a possessor; or by an acknowledgment on the part of the seller, that if he still retains possession it is only in a precarious way, that is to say as a person who possesses the property of another person on condition of giving up said property at the request of the owner.

If the seller makes a reserve of the usufruct, this reserve shall be also considered as a tradition. (Suppressed on recommendation of redactors; Projet, p. 305)

-p. 351, Art. 29.

La tradition ou délivrance des immeubles se fait par le vendeur, lorsqu'il en laisse la possession libre à l'acheteur, s'en dépouillant lui-même soit par la délivrance des titres, s'il y en a; ou des clefs, si c'est un lieu clos, comme une maison, un parc, un jardin; soit en mettant l'acheteur sur les lieux, ou seulement lui en donnant la vue; soit en consentant qu'il possède; soit en reconnaissant de la part du vendeur que s'il possède [possède] encore, ce ne sera plus que précairement, c'est-à-dire, comme possède [possède] celui qui tient la chose d'autrui, à condition de la rendre au maître quand il le voudra.

Si le vendeur se réserve l'usufruit, cette réserve tiendra aussi lieu de tradition. (Suppressed on recommendation of redactors; Projet, p. 305)

CN 1804, Art. 1605.

The obligation to deliver immovables is fulfilled by the seller when he has delivered the keys, if it is a building, or when he has delivered the titles of ownership.

L'obligation de délivrer les immeubles est remplie de la part du vendeur lorsqu'il a remis les clefs, s'il s'agit d'un bâtiment, ou lorsqu'il a remis les titres de propriété.

Projet du Gouvernement (1800), Book III, Title XI, Art. 25.

The tradition of immovables is accomplished by the act alone which transfers the ownership.

La tradition des immeubles s'opère par l'acte seul qui en transfère la propriété.

ART. 2480. In all cases where the thing sold remains in the possession of the seller, because he has reserved to himself the usufruct, or retains possession by a precarious title, there is reason to presume that the sale is simulated, and with respect to third persons, the parties must produce proof that they are acting in good faith, and establish the reality of the sale.

RCC—1824, 1847 *et seq.*, 1881, 1893, 1909, 1920 *et seq.*, 1969, 1970, 1978, 2239, 2247, 2288, 2442.

RCC 1870, Art. 2480.

Same as above.

CC 1825, Art. 2456.

Same as above.

(Projet, p. 306. Addition ‡ adopted; no comment)

Dans tous les cas où la chose vendue reste en la possession du vendeur, soit qu'il s'en soit réservé l'usufruit, soit qu'il en conserve la possession à titre précaire, cela donne lieu à la présomption que la vente n'est que simulée, et oblige les parties envers les tiers à faire les preuves nécessaires pour justifier de leur bonne foi et établir la vérité de la vente.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2481. The tradition of incorporeal rights is to be made either by the delivery of the titles and of the act of transfer, or by the use made by the purchaser, with the consent of the seller.

RCC—470, 1905, 1922, 2247, 2456, 2462 *et seq.*, 2478, 2642 *et seq.*, 3153, 3158.

RCC 1870, Art. 2481.

Same as above.

(Same as Art. 2481 of Proposed Revision of 1869)

CC 1825, Art. 2457.

(Projet, p. 306. Amendment ‡ adopted; no comment)

The tradition of the incorporeal rights is to be made either by the delivery of the titles and of the act of transfer, or by the use made by the purchaser, with the consent of the seller.

La tradition des droits incorporels se fait ou par la remise des titres et de l'acte de transport, ou par l'usage que l'acquéreur en fait du consentement du vendeur.

CC 1808, p. 350, Art. 31.

The tradition of the incorporeal rights is to be made either by the delivery of the titles, or by the use made by the purchaser with the consent of the seller.

-p. 351, Art. 31.

La tradition des droits incorporels se fait, ou par la remise des titres, ou par l'usage que l'acquéreur en fait, du consentement du vendeur.

CN 1804, Art. 1607.

Same as above.

Same as above; but no punctuation after "en fait."

ART. 2482. When the object sold is out of the vendor's possession, he must redeem it at his cost, and deliver it to the buyer, unless it be differently* agreed between the parties, or unless it evidently appears from the contract, that the buyer himself has undertaken to reclaim it.

RCC—2483.

RCC 1870, Art. 2482.

Same as above.

CC 1825, Art. 2458.

Same as above.

(Projet, p. 306. Addition adopted; no comment)

Lorsque l'objet vendu est hors de la possession du vendeur, il est obligé de le dégager à ses frais pour le délivrer à l'acheteur, à moins qu'il ne soit convenu* entre les parties, ou qu'il ne résulte implicitement de la convention, que l'acquéreur se charge de la revendre.

CC 1808. No corresponding article.**CN 1804.** No corresponding article.

*“Differently” has no counterpart in French text.

ART. 2483. The costs of delivery are chargeable to the seller, and those of removing are to be supported by the buyer, if there has been no stipulation made to the contrary.

RCC—2158, 2466, 2482, 2497, 2506, 2555.

RCC 1870, Art. 2483.

Same as above.

CC 1825, Art. 2459.

Same as above.

(No reference in Projet)

Les frais de la délivrance sont à la charge du vendeur, et ceux de l'enlèvement à la charge de l'acheteur, s'il n'y a eu stipulation contraire.

CC 1808, p. 350, Art. 32.

Same as above.

-p. 351, Art. 32.

Same as above.

CN 1804, Art. 1608.

Same as above.

Les frais de la délivrance sont à la charge du vendeur, et ceux de l'enlèvement à la charge de l'acheteur, s'il n'y a eu stipulation contraire.

ART. 2484. The delivery must be made on the place where the thing, which is the object of the sale, was at the time of such sale, if not otherwise agreed upon.

RCC—1913, 1914, 2157, 2550.

RCC 1870, Art. 2484.

Same as above.

CC 1825, Art. 2460.

Same as above.

(No reference in Projet)

La délivrance doit se faire au lieu où était, au temps de la vente, la chose qui en fait l'objet, s'il n'en a été autrement convenu.

CC 1808, p. 350, Art. 33.

The delivery must be made on the place where the thing which is the object of the sale was at the time of said sale, if not otherwise agreed upon.

-p. 351, Art. 33.

Same as above.

CN 1804, Art. 1609.

Same as above.

La délivrance doit se faire au lieu où était, au temps de la vente, la chose qui en fait l'objet, s'il n'en a été autrement convenu.

ART. 2485. If the seller fails to make the delivery at the time agreed on between the parties, the buyer will be at liberty to demand, either a canceling of the sale, or to be put into possession, if the delay is occasioned only by the deed of the seller.

RCC—1910 *et seq.*, 1926 *et seq.*, 2046, 2047, 2125, 2486, 2487, 2497, 2550, 2561, 2566.

RCC 1870, Art. 2485. (Same as Art. 2485 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2461. (No reference in Projet)

If the seller fails to make the delivery at the time agreed on between the parties, the buyer will be at liberty to demand, either a cancelling of the sale, or his being put in possession, if the delay is occasioned only by the deed of the seller.

Si le vendeur manque à faire la délivrance dans le temps convenu entre les parties, l'acquéreur pourra, à son choix, demander, ou la résolution de la vente, ou sa mise en possession, si le retard ne vient que du fait du vendeur.

CC 1808, p. 350, Art. 34.

Same as above; but no punctuation after "demand", or after "sale."

-p. 351, Art. 34.

Same as above; but no punctuation after "demander", or after "vente."

CN 1804, Art. 1610.

Same as above.

Si le vendeur manque à faire la délivrance dans le temps convenu entre les parties, l'acquéreur pourra, à son choix, demander la résolution de la vente, ou sa mise en possession, si le retard ne vient que du fait du vendeur.

ART. 2486. In all cases, the seller is liable to damages, if there result any detriment to the buyer, occasioned by the non-delivery at the time agreed on.

RCC—1910 *et seq.*, 1926, 1930, 1933, 2046, 2047, 2125, 2219, 2315, 2485, 2487, 2488, 2555.

RCC 1870, Art. 2486.

Same as above.

CC 1825, Art. 2462.

Same as above.

(No reference in Projet)

Dans tous les cas, le vendeur doit être condamné aux dommages-intérêts, s'il résulte un préjudice pour l'acquéreur, du défaut de délivrance au terme convenu.

CC 1808, p. 350, Art. 35.

Same as above; but no punctuation after "cases."

-p. 351, Art. 35.

Same as above.

CN 1804, Art. 1611.

Same as above.

Dans tous les cas le vendeur doit être condamné aux dommages et intérêts, s'il résulte un préjudice pour l'acquéreur, du défaut de délivrance au terme convenu.

ART. 2487. The seller is not bound to make a delivery of the thing, if the buyer does not pay the price, and the seller has not granted him any term for the payment.

RCC—1909, 2048, 2052, 2485, 2486, 2488, 2549 *et seq.*, 2557.

RCC 1870, Art. 2487.

Same as above.

CC 1825, Art. 2463.

(No reference in Projet)

Same as above.

Le vendeur n'est pas tenu de délivrer la chose, si l'acheteur n'en paye pas le prix, et que le vendeur ne lui ait pas accordé un délai pour le paiement.

CC 1808, p. 350, Art. 36.

Same as above; but no punctuation after "thing."

-p. 351, Art. 36.

Same as above.

CN 1804, Art. 1612.

Same as above.

Same as above; but no punctuation after "chose."

Projet du Gouvernement (1800), Book III, Title XI, Art. 33.

Same as above.

Same as CC 1808, p. 351, Art. 36, above.

ART. 2488. Neither shall he be obliged to the delivery, even if he has granted a term for the payment, if since the sale the buyer is become a bankrupt, or is in a state of insolvency, so that the seller would be in imminent danger of losing the price of the same, unless the buyer should give him security to pay at the time agreed on.

RCC—2048, 2486, 2487, 2552, 3035 *et seq.***RCC 1870, Art. 2488.**

Same as above.

CC 1825, Art. 2464.

(No reference in Projet)

Same as above.

Il ne sera pas non plus obligé à la délivrance, quand même il aurait accordé un délai pour le paiement, si, depuis la vente, l'acheteur est tombé en faillite, ou en état de déconfiture [déconfiture], en sorte que le vendeur se trouve en danger imminent de perdre le prix, à moins que l'acheteur ne lui donne caution de payer au terme.

CC 1808, p. 352, Art. 37.

Same as above; but no punctuation after "bankrupt."

-p. 353, Art. 37.

Same as above; but "déconfiture" spelled "déconfiture"; comma (,) after "caution."

CN 1804, Art. 1613.

Same as above.

Same as above; but no punctuation after "faillite", or after "caution"; semicolon (;) after "prix."

ART. 2489. The thing must be delivered in the same state in which it was at the time of the sale, that is to say, without any change occasioned by the act or fault of the seller.

From the day of sale all the profits* belong to the purchaser.

RCC—498 *et seq.*, 545, 1909 *et seq.*, 2155, 2456, 2490, 2506, 2553, 2592, 2651, 3168.**RCC 1870, Art. 2489.**

Same as above.

CC 1825, Art. 2465.

(Projet, p. 306. Amendment † adopted; no comment)

Same as above.

La chose doit être livrée dans l'état où elle se trouve au moment de la vente, c'est-à-dire, sans aucun changement occasionné par le fait ou la faute du vendeur.

Depuis le jour de la vente, tous les fruits* appartiennent à l'acquéreur.

CN 1808, p. 352, Art. 38.

The thing must be delivered in the same state as it was in at the time of the sale; from that day all the profits* belong to the purchaser.

-p. 353, Art. 38.

La chose doit être délivrée en l'état où elle se trouve au moment de la vente; depuis ce jour, tous les fruits* appartiennent à l'acquéreur.

CN 1804, Art. 1614.

Par. 1 same as clause 1, above.

From the day of sale all the fruits belong to the purchaser.

Same as above; but period (.) after "vente."

*Note error in English translation of French text; "profits" should be "fruits."

ART. 2490. The obligation of delivering the thing includes the accessories and dependencies, without which it would be of no value or service, and likewise everything that has been designed to its perpetual use.

RCC—467 *et seq.*, 479, 480, 498, 501, 504, 771, 1636, 1903, 1930, 2461, 2489, 2645, 2651, 3040, 3250.

RCC 1870, Art. 2490.

Same as above.

CC 1825, Art. 2466.

(No reference in Projet)

Same as above.

L'obligation de délivrer la chose comprend les accessoires, les dépendances sans lesquelles elle serait inutile, et tout ce qui a été destiné à son usage perpétuel.

CN 1808, p. 352, Art. 39.

Same as above; but no punctuation after "dependencies."

-p. 353, Art. 39.

L'obligation de délivrer la chose comprend ses accessoires, les dépendances sans lesquelles elle serait inutile, et tout ce qui a été destiné à son usage perpétuel.

CN 1804, Art. 1615.

The obligation of delivering the thing includes its accessories and everything that has been designed to its perpetual use.

L'obligation de délivrer la chose comprend ses accessoires et tout ce qui a été destiné à son usage perpétuel.

Projet du Gouvernement (1800), Book III, Title XI, Art. 36.

Same as CC 1808, p. 352, Art. 39, above.

L'obligation de livrer la chose comprend ses accessoires, les dépendances sans lesquelles elle serait inutile, et tout ce qui a été destiné à son usage perpétuel.

ART. 2491. The seller is bound to deliver the full extent of the premises, as specified in the contract, under the modifications hereafter expressed.

RCC—2475, 2477, 2492 *et seq.*, 3515.

RCC 1870, Art. 2491.

Same as above.

CC 1825, Art. 2467.

(No reference in Projet)

Same as above.

Le vendeur est tenu de délivrer la contenance, telle qu'elle est portée au contrat, sous les modifications ci-après exprimées.

CC 1808, p. 352, Art. 40.

Same as above; but no punctuation after "premises."

-p. 353, Art. 40.

Same as above.

CN 1804, Art. 1616.

Same as above.

Same as above; but no punctuation after "contenance."

ART. 2492. If the sale of an immovable has been made with indication of the extent of the premises at the rate of so much per measure, the seller is obliged to deliver to the buyer, if he requires it, the quantity mentioned in the contract, and if he can not conveniently do it, or if the buyer does not require it, the seller is obliged to suffer a diminution proportionate to the price.*

RCC—2491, 2493 *et seq.*, 2514, 2541, 2701.**RCC 1870, Art. 2492.**

Same as above.

CC 1825, Art. 2468.

(No reference in Projet)

Same as above.

Si la vente d'un immeuble a été faite avec indication de la contenance, à raison de tant la mesure, le vendeur est obligé de livrer à l'acquéreur, s'il l'exige, la quantité indiquée au contrat. Et si la chose ne lui est pas possible, ou si l'acquéreur ne l'exige pas, le vendeur est tenu de souffrir une diminution proportionnelle du prix.*

CC 1808, p. 352, Art. 41.

Same as above.

-p. 353, Art. 41.

Si la vente d'un immeuble a été faite avec indication de la contenance, à raison de tant la mesure, le vendeur est obligé de délivrer à l'acquéreur, s'il l'exige, la quantité indiquée au contrat.

Et si la chose ne lui est pas possible, ou si l'acquéreur ne l'exige pas, le vendeur est tenu de souffrir une diminution proportionnelle du prix.*

CN 1804, Art. 1617.

If the sale of an immovable has been made with indication of the extent of the premises, at the rate of so much per measure, the seller is obliged to deliver to the buyer, if he requires it, the quantity mentioned in the contract;

And if he cannot conveniently do it, or if the buyer does not require it, the seller is obliged to suffer a proportionate diminution of the price.

Par. 1 same as par. 1, above; but semicolon (;) after "contrat."

Et si la chose ne lui est pas possible, ou si l'acquéreur ne l'exige pas, le vendeur est obligé de souffrir une diminution proportionnelle du prix.

*Note error in English translation of French text; "diminution proportionate to the price" should be "proportionate diminution of the price."

ART. 2493. If, on the other hand,* there exists an extent of more than what is specified in the contract, the buyer has a right, either to give the supplement of the price, or to recede from the contract, should the overplus be upwards of a twentieth part of the extent which is declared.

RCC—1821, 2491, 2492, 2494 *et seq.*, 2514, 2566.

RCC 1870, Art. 2493.

Same as above.

CC 1825, Art. 2469.

Same as above.

(No reference in Projet)

Si au contraire, dans le cas de l'article précédent,* il se trouve une contenance plus grande que celle exprimée au contrat, l'acquéreur a le droit de fournir le supplément du prix, ou de se désister du contrat, si l'excédent est d'un vingtième au-dessus de la contenance déclarée.

CC 1808, p. 352, Art. 42.

Same as above; but "exists" spelled "exist"; comma (,) after "right."

-p. 353, Art. 42.

Same as above; but comma (,) after "Si"; "l'excédent" misspelled "l'excédant."

CN 1804, Art. 1618.

If, on the other hand, in the case of the preceding article, there exists an extent of more than what is specified in the contract, the buyer has the choice either to give the supplement of the price, or to recede from the contract, should the overplus be upwards of a twentieth part of the extent which is declared.

Si, au contraire, dans le cas de l'article précédent, il se trouve une contenance plus grande que celle exprimée au contrat, l'acquéreur a le choix de fournir le supplément du prix, ou de se désister du contrat, si l'excédant [l'excédent] est d'un vingtième au-dessus de la contenance déclarée.

*English translation of French text incomplete; should include "in the case of the preceding article."

ART. 2494. In all other cases, whether the sale be of a certain and limited body, or of distinct and separate objects, whether it first set forth the measure, or the designation of the object, followed by its measure, the expression of the measure gives no room to any supplement of price, in favor of the seller, for the overplus of the measure; neither can the purchaser claim a diminution of the price on a deficiency of the measure, unless the real measure comes short of that expressed in the contract, by one-twentieth part, regard being had to the totality of the objects sold; provided there be no stipulation to the contrary.

RCC—1821, 2492, 2493, 2495 *et seq.*, 2701, 3515.

RCC 1870, Art. 2494.

Same as above.

CC 1825, Art. 2470.

Same as above.

(Projet, p. 306. Amendment † adopted; no comment)

Dans tous les autres cas, soit que la vente soit faite d'un corps certain et limité, soit qu'elle ait pour objet des fonds distincts et séparés, soit qu'elle commence par la mesure, ou la désigna-

CC 1808, p. 352, Art. 43.

In all other cases, whether the sale be of a certain and limited body, or of distinct and separate objects, whether it first set forth the measure or the designation of the object followed by its measure, the expression of the measure gives no room to any supplement of price in favour of the seller, for the overplus of the measure; neither can the purchaser thence claim a diminution of the price on a deficiency of the measure, unless the real measure exceeds, or comes short of that expressed in the contract, by one twentieth part, regard being had to the totality of the objects sold; *provided* there be no stipulation to the contrary.

CN 1804, Art. 1619.

In all other cases,
Whether the sale be of a certain and limited body,
Or of distinct and separate objects,

Whether it first set forth the measure or the designation of the object followed by its measure,

The expression of the measure gives no room to any supplement of price in favor of the seller, for the overplus of the measure; neither can the purchaser thence claim a diminution of the price on a deficiency of the measure, unless the real measure exceeds, or comes short of that expressed in the contract, by one twentieth part, regard being had to the value of the totality of the objects sold; provided there be no stipulation to the contrary.

tion de l'objet vendu suivie de la mesure, l'expression de cette mesure ne donne lieu à aucun supplément de prix en faveur du vendeur pour excédent de mesure; et elle ne donne lieu, en faveur de l'acquéreur, à une diminution de prix pour moindre mesure, qu'autant que la différence de la mesure réelle à celle exprimée au contrat, est d'un vingtième, eu égard à la totalité des objets vendus, s'il n'y a stipulation contraire.

-p. 353, Art. 43.

Dans tous les autres cas, soit que la vente soit faite d'un corps certain et limité; soit qu'elle ait pour objet des fonds distincts et séparés; soit qu'elle commence par la mesure ou la désignation de l'objet vendu, suivi [suivi] de sa mesure; l'expression de cette mesure, ne donne lieu à aucun supplément du prix en faveur du vendeur pour l'excédant [l'excédent] de mesure, ni en faveur de l'acquéreur à aucune diminution du prix pour moindre mesure, qu'autant que la différence de la mesure réelle à celle exprimée au contrat, est d'un vingtième en plus ou en moins, eu égard à la totalité des objets vendus, s'il n'y a stipulation contraire.

Dans tous les autres cas,
Soit que la vente soit faite d'un corps certain et limité,
Soit qu'elle ait pour objet des fonds distincts et séparés,

Soit qu'elle commence par la mesure, ou par la désignation de l'objet vendu suivie de la mesure,

L'expression de cette mesure ne donne lieu à aucun supplément de prix, en faveur du vendeur, pour l'excédant [l'excédent] de mesure, ni en faveur de l'acquéreur, à aucune diminution du que la différence de la mesure réelle à celle exprimée au contrat est d'un prix pour moindre mesure, qu'autant vingtième en plus ou en moins, eu égard à la valeur de la totalité des objets vendus, s'il n'y a stipulation contraire.

ART. 2495. There can be neither increase nor diminution of price on account of disagreement in measure, when the object is designated by the adjoining tenements, and sold from boundary to boundary. (As amended by Acts 1871, No. 87)

RCC—844, 854, 2491 *et seq.*, 2701, 3415.

RCC 1870, Art. 2495.

(Same as Art. 2495 of Proposed Revision of 1869)

There can be neither increase nor diminution of price on account of disagreement in measure, when the object is designated by the adjoining tenements, and sold from boundary.*

CC 1825, Art. 2471. (Projet, p. 307. Addition ‡ adopted; no comment)
 Same as RCC 1870, Art. 2495, as amended by Acts 1871, No. 87, above.

Il n'y a lieu dans aucun cas à l'augmentation ni à la diminution du prix pour différence dans la mesure, lorsque l'objet est désigné par ses tenans et aboutissans, et est vendu de borne à borne.*

CC 1808. No corresponding article.

CN 1804. No corresponding article.

*English translation of French text incomplete; should include "to boundary."

ART. 2496. In the case where there is room for an augmentation of price for the surplus of the measure, the buyer has the option to give the supplement, or to recede from the contract.

RCC—2493 *et seq.*, 2497, 2498.

RCC 1870, Art. 2496.

Same as above.

CC 1825, Art. 2472. (No reference in Projet)

Same as above; but comma (,) after "case."

Dans le cas où il y a lieu à augmentation de prix pour excédent de mesure, l'acquéreur a le choix de fournir le supplément ou de se désister du contrat.

CC 1808, p. 352, Art. 44.

In the case where according to the preceding article, there is room for an augmentation of price for the surplus of the measure, the buyer has the option to give the supplement or to recede from the contract.

-p. 353, Art. 44.

Dans le cas où suivant l'article précédent, il y a lieu à augmentation de prix pour excédant [excédent] de mesure, l'acquéreur a le choix de fournir le supplément ou de se désister du contrat.

CN 1804, Art. 1620.

In the case where, according to the preceding article, there is room for an augmentation of price for the surplus of the measure, the buyer has the option either to recede from the contract or to give the supplement of the price, and this, with interest if he has kept the immovable.

Dans le cas où, suivant l'article précédent, il y a lieu à augmentation de prix pour excédant [excédent] de mesure, l'acquéreur a le choix ou de se désister du contrat ou de fournir le supplément du prix, et ce avec les intérêts s'il a gardé l'immeuble.

Projet du Gouvernement (1800), Book III, Title XI, Art. 41.

Same as CC 1808, p. 352, Art. 44, above.

Same as CC 1808, p. 353, Art. 44, above; but comma (,) after "où", and after "supplément."

ART. 2497. In all cases where the buyer has a right to recede from the contract, the seller is bound to make him restitution not only of the price, if already received, but also of the expenses occasioned by the contract.

RCC—1926, 2485, 2493 *et seq.*, 2506, 2514, 2701.

RCC 1870, Art. 2497.

Same as above.

CC 1825, Art. 2473. (No reference in Projet)

Same as above; but comma (,) after "cases", and after "restitution."

Dans tous les cas où l'acquéreur a droit de se désister du contrat, le vendeur est tenu de lui restituer outre le prix, s'il l'a reçu, les frais de ce contrat.

CC 1808, p. 352, Art. 45.

In all cases where the buyer has a right to recede from the contract, the seller is bound to make him restitution not only of the price, if already received, but also of the expences occasioned by the said contract.

-p. 353, Art. 45.

Same as above.

CN 1804, Art. 1621.

Same as above.

Dans tous les cas où l'acquéreur a le droit de se désister du contrat, le vendeur est tenu de lui restituer, outre le prix, s'il l'a reçu, les frais de ce contrat.

ART. 2498. The action for supplement of the price on the part of the seller, and that for diminution of the price or for the canceling of the contract on the part of the buyer, must be brought within one year from the day of the contract, otherwise it is barred.

RCC—2491 *et seq.*, 2496, 2534, 2546, 2701, 3534.

RCC 1870, Art. 2498.

Same as above.

CC 1825, Art. 2474.

(No reference in Projet)

Same as above; but comma (,) after "diminution of the price."

L'action en supplément de prix de la part du vendeur, et celle en diminution de prix ou en résiliation du contrat de la part de l'acquéreur, doivent être intentées dans l'année, à compter du jour du contrat, à peine de déchéance.

CC 1808, p. 352, Art. 46.

Same as above.

-p. 353, Art. 46.

Same as above; but no punctuation after "l'année."

CN 1804, Art. 1622.

Same as above.

Same as above; but comma (,) after "l'année."

ART. 2499. If two pieces of ground have been sold by one and the same contract, with the expression of the measure for each, and there be found a less quantity in one, and a larger one in the other, the deficiency of the one is supplied by the overplus of the other, as far as it goes, and the action either in supplement or in abatement of the price, takes place only according to the rules above established.

RCC—2491 *et seq.*

RCC 1870, Art. 2499.

Same as above.

CC 1825, Art. 2475.

(No reference in Projet)

Same as above; but no punctuation after "contract"; comma (,) after "of the one."

S'il a été vendu deux fonds par le même contrat, avec expression de la mesure de chacun, et qu'il s'en trouve moins dans l'un et plus dans l'autre, on fait compensation à concurrence; et l'action soit en supplément, soit en diminution de prix, n'a lieu que suivant les règles ci-dessus établies.

CC 1808, p. 352, Art. 47.

Same as above; but no punctuation after "of the one", after "of the other", or after "action."

-p. 353, Art. 47.

S'il a été vendu deux fonds par le même contrat, avec expression de la mesure de chacun, et qu'il s'en trouve moins en l'un et plus en l'autre, on fait compensation à concurrence: et l'action soit en supplément, soit en diminution du prix, n'a lieu que suivant les règles ci-dessus établies.

CN 1804, Art. 1623.

If two pieces of ground have been sold by the same contract, and for one and the same price, with designation of the measure of each, and there be found a less quantity in one, and a larger one in the other, the deficiency of the one is supplied by the overplus of the other, as far as it goes; and the action, either in supplement or in abatement of the price, takes place only according to the rules above established.

S'il a été vendu deux fonds par le même contrat, et pour un seul et même prix, avec désignation de la mesure de chacun, et qu'il se trouve moins de contenance en l'un et plus en l'autre, on fait compensation jusqu'à due concurrence; et l'action, soit en supplément, soit en diminution du prix, n'a lieu que suivant les règles ci-dessus établies.

Projet du Gouvernement (1800), Book III, Title XI, Art. 44.

Same as CC 1808, p. 352, Art. 47, above.

Same as CC 1808, p. 353, Art. 47, above; but semicolon (;) after "concurrency."

**Section 2—OF THE WARRANTY IN CASE OF EVICTION FROM
THE THING SOLD**

ART. 2500. Eviction is the loss suffered by the buyer of the totality of the thing sold, or of a part thereof, occasioned by the right or claims* of a third person.

RCC—1384, 1385, 2159 *et seq.*, 2452, 2475, 2476, 2501 *et seq.*, 2517, 2557, 2566, 2662, 2663, 2682, 2856, 2857, 3062, 3525. CP—165(4), 378 *et seq.*

RCC 1870, Art. 2500.

Same as above.

(Same as Art. 2500 of Proposed Revision of 1869)

CC 1825, Art. 2476.

(No reference in Projet)

The eviction is the loss suffered by the buyer of the totality of the thing sold or of a part thereof, occasioned by the right or claims* of a third person.

L'éviction est la perte que souffre l'acquéreur de la chose vendue, ou d'une partie, par les droits* d'un tiers.

CC 1808, p. 354, Art. 50.

Same as above.

-p. 355, Art. 50.

L'éviction est la perte que souffre l'acquéreur de la chose vendue, ou d'une partie par le droit d'un tiers.

CN 1804. No corresponding article.

*"Or claims" has no counterpart in French text.

ART. 2501. Although at the time of the sale no stipulations have been made respecting the warranty, the seller is obliged, of course,* to warrant the buyer against the eviction suffered by him from the totality or part of the thing sold, and against the charges claimed on such thing, which were not declared at the time of** the sale.

RCC—1765(2), 1954, 1967, 2452, 2475, 2476, 2500, 2502 *et seq.*, 2512, 2517, 2548, 2624, 2646. CP—165(4), 378 *et seq.*

RCC 1870, Art. 2501.

Same as above.

(Same as Art. 2501 of Proposed Revision of 1869)

CC 1825, Art. 2477.

(No reference in Projet)

Although at the time of the sale no stipulations have been made respecting the warranty, the seller is obliged of course* to warrant the buyer against the eviction suffered by him of the totality or part of the thing sold, and against the charges claimed on that object, which were not declared at the time of** the sale.

Quoique lors de la vente, il n'ait été fait aucune stipulation sur la garantie, le vendeur est obligé de droit* à garantir l'acquéreur de l'éviction qu'il souffre de la totalité ou partie de l'objet vendu, ou des charges prétendues sur cet objet, et non déclarées dans** la vente.

CC 1808, p. 354, Art. 49.

Same as above; but no punctuation after "object."

-p. 355, Art. 49.

Quoique lors de la vente, il n'ait été fait aucune stipulation sur la garantie, le vendeur est obligé de droit,* à garantir l'acquéreur de l'éviction qu'il souffre de la totalité ou partie de l'objet vendu, ou des charges prétendues sur cet objet, et non déclarées lors de la vente.

CN 1804, Art. 1626.

Although at the time of the sale no stipulations have been made respecting the warranty, the seller is obliged, by law, to warrant the buyer against the eviction suffered by him from the totality or part of the thing sold, and against the charges claimed on that object, which were not declared at the time of the sale.

Quoique lors de la vente il n'ait été fait aucune stipulation sur la garantie, le vendeur est obligé de droit à garantir l'acquéreur de l'éviction qu'il souffre dans la totalité ou partie de l'objet vendu, ou des charges prétendues sur cet objet, et non déclarées lors de la vente.

*Note error in English translation of French text; "of course" should be "by law."

**Note error in English translation of French text; "at the time of" should be "in."

ART. 2502. That the warranty should have existence, it is necessary that the right of the person evicting shall have existed before the sale. If, therefore, this right before the sale was only imperfect, and is afterwards perfected by the negligence of the buyer, he has no claim for warranty.

RCC—2476, 2501, 2518.

RCC 1870, Art. 2502.

Same as above.

CC 1825, Art. 2478.

(Projet, p. 307. Addition adopted; no comment)

Same as above; but no punctuation after "If", or after "therefore."

Pour qu'il y ait lieu à la garantie, il faut que le droit de celui qui évince ait existé avant la vente. Si donc ce droit n'était qu'imparfait avant la vente, et est devenu parfait par la négligence de l'acquéreur, il n'y a pas lieu à la garantie.

CC 1808. No corresponding article.**CN 1804.** No corresponding article.

ART. 2503. The parties may, by particular agreement, add to the obligation of warranty, which results of right from the sale, or diminish its effect; they may even agree that the seller shall not be subject to any warranty.

But whether warranty be excluded or not the buyer shall become subrogated to the seller's rights and actions in warranty against all others. (As amended by Acts 1924, No. 116)

RCC—1764, 1967, 2504 *et seq.*, 2522, 2548, 2648.

RCC 1870, Art. 2503.

The parties may, by particular agreement, add to the obligation of warranty, which results of right from the sale, or diminish its effect; they may even agree that the seller shall not be subject to any warranty.

CC 1825, Art. 2479.

(No reference in *Projet*)

Same as above; but colon (:) after "effect."

Les parties peuvent par des conventions particulières ajouter à l'obligation de garantie qui résulte, de droit, de la vente, ou en diminuer l'effet; elles peuvent même convenir que le vendeur ne sera soumis à aucune garantie.

CC 1808, p. 354, Art. 51.

Same as above; but no punctuation after "may", after "agreement", or after "of warranty."

-p. 355, Art. 51.

Same as above; but comma (,) after "particulières"; no punctuation after "résulte", or after "droit."

CN 1804, Art. 1627.

The parties may, by particular agreements, add to this legal obligation or diminish its effect; they may even agree that the seller shall not be subject to any warranty.

Les parties peuvent, par des conventions particulières, ajouter à cette obligation de droit ou en diminuer l'effet; elles peuvent même convenir que le vendeur ne sera soumis à aucune garantie.

ART. 2504. Although it be agreed that the seller is not subject to warranty, he is, however, accountable for what results from his personal act; and any contrary agreement is void.

RCC—11, 2315, 2503, 2505, 2548, 2597, 2598.

RCC 1870, Art. 2504.

Same as above.

CC 1825, Art. 2480.

(No reference in *Projet*)

Same as above; but no punctuation after "he is", or after "however"; comma (,) after "act."

Quoiqu'il soit dit que le vendeur ne sera soumis à aucune garantie, il demeure cependant tenu de celle qui résulte d'un fait qui lui est personnel; et toute convention contraire est nulle.

CC 1808, p. 354, Art. 52.

Same as above.

-p. 355, Art. 52.

Same as above.

CN 1804, Art. 1628.

Same as above.

Quoiqu'il soit dit que le vendeur ne sera soumis à aucune garantie, il demeure cependant tenu de celle qui résulte d'un fait qui lui est personnel: toute convention contraire est nulle.

Projet du Gouvernement (1800), Book III, Title XI, Art. 49.

Same as above.

Same as CC 1808, p. 355, Art. 52, above.

ART. 2505. Even in case of stipulation of no warranty, the seller, in case of eviction, is liable to a restitution of the price, unless the buyer was aware, at the time of the sale, of the danger of the eviction, and purchased at his peril and risk.

RCC—2452, 2464, 2503, 2504, 2506, 2507, 2510, 2521, 2531, 2548, 2646.

RCC 1870, Art. 2505.

Same as above.

CC 1825, Art. 2481.

(No reference in *Projet*)

Same as above.

Dans le cas même de stipulation de non garantie, le vendeur, en cas d'éviction, est tenu de la restitution du prix, excepté que l'acquéreur n'ait connu, lors de la vente, le danger de l'éviction, et qu'il n'ait acheté à ses périls et risques.

CC 1808, p. 354, Art. 53.

Same as above; but no punctuation after "the eviction."

-p. 355, Art. 53.

Dans le cas, même de stipulation de non garantie, le vendeur, en cas d'éviction, est tenu à la restitution du prix, excepté que l'acquéreur n'ait connu, lors de la vente, le danger de l'éviction, et qu'il n'ait acheté à ses périls et risques.

CN 1804, Art. 1629.

Even in case of stipulation of no warranty, the seller, in case of eviction, is liable to a restitution of the price, unless the buyer was aware, at the time of the sale, of the danger of the eviction, or purchased at his peril and risk.

Dans le même cas de stipulation de non-garantie, le vendeur en cas d'éviction est tenu à la restitution du prix, à moins que l'acquéreur n'ait connu lors de la vente le danger de l'éviction, ou qu'il n'ait acheté à ses périls et risques.

Projet du Gouvernement (1800), Book III, Title XI, Art. 50.

Same as CC 1808, p. 354, Art. 53, above.

Dans le même cas de stipulation de non-garantie, le vendeur, en cas d'éviction, est tenu à la restitution du prix.

Excepté que l'acquéreur n'ait connu, lors de la vente, le danger de l'éviction, et qu'il n'ait acheté à ses périls et risques.

ART. 2506. When there is a promise of warranty, or when no stipulation was made on that subject, if the buyer be evicted, he has a right to claim against the seller:

1. The restitution of the price.
2. That of the fruits or revenues, when he is obliged to return them to the owner who evicts him.
3. All the costs occasioned, either by the suit in warranty on the part of the buyer, or by that brought by the original plaintiff.
4. The damages, when he has suffered any, besides the price that he has paid.

RCC—498, 502, 1934, 2452, 2466, 2483, 2489, 2497, 2501, 2503, 2505, 2507, 2509, 2512, 2514, 2519, 2531, 2545, 2587, 2588, 2646, 2696, 3453.

RCC 1870, Art. 2506.

(Same as Art. 2506 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2482.

(No reference in *Projet*)

Par. 1 and subds. 1-3 same as par. 1 and subds. 1-3, above; but semicolon (;) after "price", after "him", and after "plaintiff."

Si la garantie a été promise, ou s'il n'a été rien stipulé à cet égard, et que l'acquéreur soit évincé, il a le droit de demander contre le vendeur:

1. La restitution du prix;
2. Celle des fruits, lorsqu'il est obligé de les rendre au propriétaire qui l'évince;

4. In fine, the damages, when he has suffered any, besides the price that he has paid.

CC 1808, p. 354, Art. 54.

When there is a promise of warranty or when no stipulation was made on that subject, if the buyer be evicted, he has a right to claim against the seller, 1st, the restitution of the price; 2d, that of the fruits or revenues when he is obliged to return them to the owner who evicts him; 3d, all the costs occasioned either by the suit in warranty, against* the buyer, or by that brought by the original plaintiff, 4th, in fine, the damages, when he has suffered any, besides the price that he has paid.

CN 1804, Art. 1630.

Par. 1 and subds. 1, 2 same as CC 1825, Art. 2482, par. 1 and subds. 1, 2, above.

3. The costs occasioned by the suit in warranty on the part of the buyer, and those occasioned by the original plaintiff;

4. In fine, damages, as well as the costs and proper expenses of the contract.

Projet du Gouvernement (1800), Book III, Title XI, Art. 51.

Same as CC 1825, Art. 2482, above.

3. Tous les frais faits tant sur la demande en garantie de l'acheteur, que ceux faits par le demandeur originaire;

4. Enfin les dommages-intérêts, lorsqu'il en a souffert au-delà du prix qu'il a payé.

-p. 355, Art. 54.

Si la garantie a été promise, ou s'il n'a été rien stipulé à cet égard, et que l'acquéreur soit évincé, il a le droit de demander, contre le vendeur, 1. la restitution du prix; 2. celle des fruits, lorsqu'il est obligé de les rendre au propriétaire qui l'évince; 3. tous les frais faits, tant sur la demande en garantie de* l'acheteur, que ceux faits par le demandeur originaire; 4. enfin, les dommages et intérêts, lorsqu'il en a souffert au delà du prix qu'il a payé.

Lorsque la garantie a été promise, ou qu'il n'a rien été stipulé à ce sujet, si l'acquéreur est évincé, il a droit de demander contre le vendeur,

Subds. 1, 2 same as CC 1825, Art. 2482, subds. 1, 2, above.

3. Les frais faits sur la demande en garantie de l'acheteur, et ceux faits par le demandeur originaire;

4. Enfin les dommages et intérêts, ainsi que les frais et loyaux coûts du contrat.

Projet du Gouvernement (1800), Book III, Title XI, Art. 51.

Lorsque la garantie a été promise, ou qu'il n'a été rien stipulé à ce sujet, si l'acquéreur est évincé, il a droit de demander contre le vendeur,

Subds. 1-3 same as CC 1825, Art. 2482, subds. 1-3, above.

4. Enfin les dommages et intérêts lorsqu'il en a souffert au-delà du prix qu'il a payé.

*Note error in English translation of French text; "against" should be "on the part of."

ART. 2507. When, at the time of the eviction, the thing sold has lost any of its value, or is considerably impaired, either through the neglect of the buyer, or by any providential acts or unforeseen accidents, the seller is still bound to the restitution of the full price.

RCC—1933, 2505, 2506, 2508, 2532, 2533, 2587, 3407.

RCC 1870, Art. 2507.*

Same as above.

CC 1825, Art. 2483.

(No reference in Projet)

Same as above; but comma (,) after "acts."

Lorsqu'à l'époque de l'éviction, la chose vendue se trouve diminuée de valeur, ou considérablement détériorée, soit par la négligence de l'acheteur, soit par des accidents de force majeure, le vendeur n'en est pas moins tenu de restituer la totalité du prix.

CC 1808, p. 354, Art. 55.

Same as above; but no punctuation after "When", after "eviction", after "value", after "impaired", after "buyer", or after "acts."

-p. 355, Art. 55.

Same as above; but no punctuation after "valeur."

CN 1804, Art. 1631.

Same as above.

Same as above; but comma (,) after "valeur."

*Official edition reads "Art. 3507."

ART. 2508. If, however, the thing sold was impaired by the buyer and he has reaped some benefit therefrom, the seller has a right to retain on the price, the amount to which such damages may be estimated in favor of the owner who evicts him.

RCC—2507, 2597, 3407.

RCC 1870, Art. 2508.

Same as above.

CC 1825, Art. 2484.

(No reference in *Projet*)

Same as above; but comma (,) after "buyer."

Si néanmoins les dégradations ont été faites par l'acquéreur, et qu'il en ait tiré un profit, le vendeur a droit de retenir, sur le prix, la valeur à laquelle ces dégradations ont été estimées au profit du propriétaire qui l'évince.

CC 1808, p. 354, Art. 56.

If however the thing sold was impaired by the buyer and he has reaped some benefit therefrom, the seller has a right to retain on the price, the amount to which said damage may be estimated in favor of the owner who evicts him.

-p. 355, Art. 56.

Same as above; but comma (,) after "Si", and after "néanmoins."

CN 1804, Art. 1632.

But if the buyer has reaped a benefit from the impairments made by him, the seller has a right to retain on the price a sum equal to this profit.

Mais si l'acquéreur a tiré profit des dégradations par lui faites, le vendeur a droit de retenir sur le prix une somme égale à ce profit.

***Projet du Gouvernement* (1800), Book III, Title XI, Art. 53.**

Same as CC 1808, p. 354, Art. 56, above.

Si néanmoins les dégradations ont été faites par l'acquéreur, et qu'il en ait tiré un profit, le vendeur a le droit de retenir, sur le prix, la valeur à laquelle ces dégradations ont été estimées, au profit du propriétaire qui l'évince.

ART. 2509. The seller is bound to reimburse, or cause to be reimbursed, to the buyer, by the person who evicts him, all useful improvements made by him on the premises.

RCC—508, 594, 1256, 1257, 1268, 1965, 2314, 2506, 2510, 2587, 2598, 2908, 2947, 3407.

RCC 1870, Art. 2509.

Same as above.

CC 1825, Art. 2485.

Same as above.

(No reference in *Projet*)

Le vendeur est tenu de rembourser, ou faire rembourser à l'acquéreur, par celui qui l'évince, toutes les améliorations utiles qu'il aura faites au fonds.

CC 1808, p. 354, Art. 58.

Same as above; but no punctuation after "reimburse", after "reimbursed", or after "buyer."

-p. 355, Art. 58.

Le vendeur est tenu de rembourser, ou de faire rembourser à l'acquéreur, par celui qui l'évince, toutes les améliorations utiles qu'il aura faites au fonds.

CN 1804, Art. 1634.

The seller is bound to reimburse or cause to be reimbursed to the buyer, by the person who evicts him, all the useful repairs and improvements made by him on the premises.

Le vendeur est tenu de rembourser ou de faire rembourser à l'acquéreur, par celui qui l'évince, toutes les réparations et améliorations utiles qu'il aura faites au fonds.

***Projet du Gouvernement* (1800), Book III, Title XI, Art. 55.**

Same as CC 1808, p. 354, Art. 58, above.

Same as CC 1808, p. 355, Art. 58, above.

ART. 2510. If the seller, knowingly and dishonestly, has sold the property of another person, he shall be obliged to reimburse to the buyer all expenses, even of embellishments of luxury, that the buyer has been at improving the premises.

RCC—502, 508, 2311, 2313, 2452, 2505, 2509, 2545, 2598, 2908, 2947.

RCC 1870, Art. 2510.

Same as above.

(Same as Art. 2510 of Proposed Revision of 1869)

CC 1825, Art. 2486.

If the seller, knowingly and dishonestly, has sold the property of another person, he shall be obliged to reimburse to the buyer all expenses, even those of the embellishments of luxury, that the buyer has been at improving the premises.

(No reference in *Projet*)

Si le vendeur avait vendu de mauvaise foi et en connaissance de cause, le fonds d'autrui, il sera obligé de rembourser à l'acquéreur toutes les dépenses, même voluptuaires ou d'agrément, que celui-ci aura faites sur le fonds.

CC 1808, p. 354, Art. 59.

If the seller knowingly and dishonestly has sold the property of another person, he shall be obliged to reimburse to the buyer all expenses, even those of the embellishment of luxury, that said buyer has been at improving the premises.

-p. 355, Art. 59.

Si le vendeur avait vendu, de mauvaise foi et en connaissance de cause, le fonds d'autrui, il sera obligé de rembourser à l'acquéreur toutes les dépenses, même voluptuaires ou d'agrément, que celui-ci aura faites au fonds.

CN 1804, Art. 1635.

If the seller had sold in bad faith the property of another person, he shall be obliged to reimburse to the buyer all expenses, even those for embellishment or luxury, that he has been at improving the premises.

Si le vendeur avait vendu de mauvaise foi le fonds d'autrui, il sera obligé de rembourser à l'acquéreur toutes les dépenses, même voluptuaires ou d'agrément, que celui-ci aura faites au fonds.

***Projet du Gouvernement* (1800), Book III, Title XI, Art. 56.**

Same as CC 1808, p. 354, Art. 59, above.

Si le vendeur avait vendu de mauvaise foi, et en connaissance de cause, le fonds d'autrui, il sera obligé de rembourser à l'acquéreur toutes les dépenses, même voluptuaires, que celui-ci aura faites au fonds.

ART. 2511. If the buyer be evicted from a part only of the thing sold, and it be of such consequence relatively to the whole, that the buyer would not have purchased it without the part from which he is evicted, he may have the sale canceled.

RCC—1823, 1825 *et seq.*, 1842, 1845, 2455, 2512, 2514, 2515, 2541.

RCC 1870, Art. 2511. (Same as Art. 2511 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2487. (No reference in *Projet*)

If only a part of the thing sold be evicted, and it be of such consequence relatively to the whole, that the buyer would not have purchased it without the part which is evicted, he may have the sale cancelled.

Si une partie seulement de la chose vendue est évincée, et qu'elle soit de telle conséquence, relativement au tout, que l'acquéreur ne l'eût pas achetée sans la partie évincée, il peut faire résilier la vente.

CC 1808, p. 354, Art. 60.

Same as above; but no punctuation after "be evicted."

-p. 355, Art. 60.

Same as above; but comma (,) after "une partie", and after "seulement."

CN 1804, Art. 1636.

Same as RCC 1870, Art. 2511, above.

Si l'acquéreur n'est évincé que d'une partie de la chose, et qu'elle soit de telle conséquence, relativement au tout, que l'acquéreur n'eût point acheté sans la partie dont il a été évincé, il peut faire résilier la vente.

Projet du Gouvernement (1800), Book III, Title XI, Art. 57.

Same as CC 1808, p. 354, Art. 60, above.

Same as CC 1808, p. 355, Art. 60, above; but no punctuation after "une partie", after "seulement", or after "conséquence."

ART. 2512. Not only eviction from part of the thing sold, but eviction from that which proceeds from it, is included in the warranty.

RCC—2501, 2506, 2511, 2515.

RCC 1870, Art. 2512. (Same as Art. 2512 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2488. (*Projet*, p. 307. Addition adopted; no comment)

Not only eviction from part of the thing sold, but eviction from that which proceeds from it, is included in the warranty. Such would be the eviction from the child of a slave, after the death of the mother.

Non seulement l'éviction d'une partie de la chose vendue, mais même l'éviction de ce qui en est provenu, donne lieu à la garantie. Telle serait l'éviction de l'enfant de l'esclave, après la mort de la mère.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2513. But if the thing sold be succession rights, the eviction which the buyer might suffer from any particular thing found among the property of the succession, does not give rise to the warranty, because in this case the thing sold is only the succession right, which includes only such things as belong really to the succession.

RCC—2454, 2650.

RCC 1870, Art. 2513.
Same as above.

CC 1825, Art. 2489.

Same as above.

(Projet, p. 307. Addition adopted; no comment)

Mais si l'on a vendu des droits successifs, l'éviction que souffrirait l'acheteur d'une chose particulière trouvée parmi les biens de la succession, ne donne pas lieu à la garantie, parceque dans ce cas la chose vendue est seulement le droit successif, qui ne renferme que les choses qui appartiennent à la succession.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2514. If in case of eviction from a part of the thing, the sale is not canceled, the value of the part from which he is evicted, is to be reimbursed to the buyer according to its estimation, proportionably to the total price of sale.

RCC—2492, 2493, 2497, 2506, 2511, 2515, 2541.

RCC 1870, Art. 2514.

Same as above.

(Same as Art. 2514 of Proposed Revision of 1869)

CC 1825, Art. 2490.

If in case of eviction of a part of the thing, the sale is not cancelled, the value of the evicted part is to be reimbursed to the buyer according to its estimate, proportionably to the total price of the sale.

(Projet, p. 307. Amendment adopted; comment by redactors)

Si, dans le cas de l'éviction d'une partie de la chose, la vente n'est pas résiliée, la valeur de la partie évincée est remboursée à l'acquéreur suivant son estimation à l'époque de l'éviction, prix total de la vente.

CC 1808, p. 356, Art. 61.

If in case of eviction of a part of the thing, the sale is not cancelled, the value of the evicted part is to be reimbursed to the buyer according to its estimate at the time of the eviction and not proportionally to the total price of the sale.

-p. 357, Art. 61.

Si, dans le cas de l'éviction d'une partie de la chose, la vente n'est pas résiliée, la valeur de la partie évincée est remboursée à l'acquéreur, suivant son estimation à l'époque de l'éviction, et non proportionnellement au prix total de la vente.

CN 1804, Art. 1637.

If, in case of eviction from a part of the premises sold, the sale is not cancelled, the value of the part from which the buyer is evicted, is reimbursed to him according to the estimate at the time of the eviction, and not proportionably to the total price of the sale, whether the thing sold has increased or diminished in value.

Si, dans le cas de l'éviction d'une partie du fonds vendu, la vente n'est pas résiliée, la valeur de la partie dont l'acquéreur se trouve évincé, lui est remboursée suivant l'estimation à l'époque de l'éviction, et non proportionnellement au prix total de la vente, soit que la chose vendue ait augmenté ou diminué de valeur.

Projet du Gouvernement (1800), Book III, Title XI, Art. 58.

Same as CC 1808, p. 356, Art. 61, above.

Same as CC 1808, p. 357, Art. 61, above; but no punctuation after "l'acquéreur."

ART. 2515. If the inheritance sold be incumbered with non-apparent servitudes, without any declaration having been made thereof, if the servitudes be of such importance that there is cause to presume that the buyer would not have contracted, if he had been

aware of the incumbrance, he may claim the canceling of the contract, should he not prefer to have an indemnification.

RCC—728, 1823, 2046, 2047, 2511, 2512, 2514, 2520, 2541.

RCC 1870, Art. 2515. (Same as Art. 2515 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2491. (No reference in Projet)

If the inheritance sold be incumbered with servitudes not apparent, without any declaration having been made thereof, if the servitudes be of such importance that there is cause to presume that the buyer would not have contracted, if he had been aware of the incumbrance, he may claim the canceling of the contract, should he not prefer to have an indemnification.

Si l'héritage vendu se trouve grevé, sans qu'il en ait été fait déclaration, de servitudes non apparentes, et qu'elles soient de telle importance qu'il y ait lieu de présumer que l'acquéreur n'aurait pas acheté, s'il en avait été instruit, il peut demander la résiliation du contrat, si mieux il n'aime se contenter d'une indemnité.

CC 1808, p. 356, Art. 62.

If the inheritance sold, be incumbered with servitudes not apparent without any declaration having been made thereof, if said servitudes be of such importance that there is cause to presume that the buyer would never have contracted, if he had been aware of the incumbrance, he may claim the cancelling of the contract, should he not prefer to have an indemnification.

-p. 357, Art. 62.

Si l'héritage vendu se trouve grevé, sans qu'il ait été fait déclaration, de servitudes non apparentes, et qu'elles soient de telle importance qu'il y ait lieu de présumer que l'acquéreur n'aurait pas acheté, s'il en avait été instruit, il peut demander la résiliation du contrat, si mieux il n'aime se contenter d'une indemnité.

CN 1804, Art. 1638.

Same as above; RCC 1870 preferred.

Si l'héritage vendu se trouve grevé, sans qu'il en ait été fait de déclaration, de servitudes non apparentes, et qu'elles soient de telle importance qu'il y ait lieu de présumer que l'acquéreur n'aurait pas acheté s'il en avait été instruit, il peut demander la résiliation du contrat, si mieux il n'aime se contenter d'une indemnité.

ART. 2516. Other questions arising from a claim for damages, resulting from the non-execution of the contract of sale, shall be decided by the general rules established under the title: *Of Conventional Obligations*.

RCC—1763, 1907, 1926, 1930 *et seq.*, 2046, 2047, 2438.

RCC 1870, Art. 2516. (Same as Art. 2516 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2492. (No reference in Projet)

Other questions arising from a claim of damages, resulting to the buyer from the non-execution of the contract of sale, shall be decided by the general rules established under the title of *conventional obligations*.

Les autres questions, auxquelles peuvent donner lieu les dommages et intérêts résultant pour l'acquéreur de l'inexécution de la vente, doivent être décidées par les règles générales établies au titre des *obligations conventionnelles*.

CC 1808, p. 356, Art. 63.

Other questions arising from a claim of damages resulting to the buyer from the non execution of the contract of

-p. 357, Art. 63.

Les autres questions auxquelles peuvent donner lieu les dommages et intérêts résultant pour l'acquéreur de l'in-

sale, shall be decided by the general rules established under the title of *contracts or conventional obligations in general*.

exécution de la vente, doivent être décidées par les règles générales établies au titre *des contrats ou des obligations conventionnelles en général*.

CN 1804, Art. 1639.

Same as above.

Les autres questions auxquelles peuvent donner lieu les dommages et intérêts résultant pour l'acquéreur de l'inexécution de la vente, doivent être décidées suivant les règles générales établies au titre *des Contrats ou des Obligations conventionnelles en général*.

ART. 2517. The purchaser threatened with eviction, who wishes to preserve his right of warranty against his vendor, should notify the latter in time of the interference which he has experienced.

This notification is usually given by calling in the vendor to defend the action which has been instituted against the purchaser.

RCC—2475, 2476, 2500, 2501, 2518, 2519, 2557, 2663. CP—380 *et seq.*, 714.

RCC 1870, Art. 2517.

Same as above.

CC 1825, Art. 2493.

Same as above.

(Projet, p. 308. Addition ‡ adopted; no comment)

L'acquéreur menacé d'éviction, qui veut conserver son recours en garantie contre son vendeur, doit lui dénoncer, en temps opportun, le trouble qu'il éprouve.

Cette dénonciation se fait ordinairement en appelant le vendeur à venir défendre le procès intenté à l'acquéreur.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2518. In the absence of this notification, or if it has not been made within due time, that is, in time for the vendor to defend himself, the warranty is lost; provided, however, that the vendor shall show that he possessed proofs, which would have occasioned the rejection of the demand, and which have not been employed, because he was not summoned in time.

RCC—2502, 2517, 2519, 2663. CP—388, 714.

RCC 1870, Art. 2518.

Same as above.

CC 1825, Art. 2494.

(Projet, p. 308. Substitution adopted; no comment)

Same as above; but colon (:) after "lost."

A défaut de cette dénonciation, ou si elle n'est pas faite en temps opportun, c'est-à-dire, assez à temps pour que le vendeur puisse se défendre, la garantie est détruite; pourvu toutefois que le vendeur prouve qu'il avait des moyens suffisants pour faire rejeter la demande, lesquels n'ont pas été employés, faute de l'avoir appelé.

CC 1808, p. 356, Art. 64.

The warranty for cause of eviction ceases when the buyer has let himself be cast in a definitive judgment without calling on his seller, if said seller prove that he had sufficient ground or means to have obtained a judgment in his favor, of which he could not avail himself for want of having been called upon. (Suppressed on recommendation of redactors; see comment, Projet, p. 308)

CN 1804, Art. 1640.

The warranty for cause of eviction ceases when the buyer has let himself be cast in a judgment of a court of last resort, or one from which no appeal is allowed, without calling on his seller, if the latter prove that there existed grounds which would have occasioned the rejection of the demand.

-p. 357, Art. 64.

La garantie pour cause d'éviction, cesse lorsque l'acquéreur s'est laissé condamner par jugement définitif, sans appeler son vendeur, si celui-ci prouve qu'il avait des moyens suffisants pour faire rejeter la demande, qui n'ont pas été employés faute de l'avoir appelé. (Suppressed on recommendation of redactors; see comment, Projet, p. 308)

La garantie pour cause d'éviction cesse lorsque l'acquéreur s'est laissé condamner par un jugement en dernier ressort, ou dont l'appel n'est plus recevable, sans appeler son vendeur, si celui-ci prouve qu'il existait des moyens suffisants pour faire rejeter la demande.

ART. 2519. When the purchaser is himself obliged to commence judicial proceedings against a person disturbing his possession, he ought to notify his vendor of the action which he is commencing; and the vendor, whether he undertake to conduct the suit for him or not, is obliged to indemnify him fully in case of condemnation.

RCC—2475, 2476, 2506, 2517, 2518. CP—378 *et seq.*

RCC 1870, Art. 2519.

Same as above.

CC 1825, Art. 2495.

(Projet, p. 308. Addition adopted; no comment)

Same as above; but comma (,) after "fully."

Lorsque l'acquéreur se trouve lui-même obligé de poursuivre judiciairement celui qui lui cause un trouble de fait, il doit dénoncer à son vendeur l'action qu'il intente; et le vendeur, soit qu'il prenne fait et cause pour lui, ou non, est obligé de l'indemniser pleinement en cas de condamnation.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Section 3—OF THE VICES OF THE THING SOLD*

*See general comment by redactors, Projet, p. 308.

§1—Of the Vices of the Thing Sold, Which Give Occasion for the Redhibitory Action

ART. 2520. *Redhibition* is the avoidance of a sale on account of some vice or defect in the thing sold, which renders it either absolutely useless, or its use so inconvenient and imperfect, that it must be supposed that the buyer would not have purchased it, had he known of the vice.

RCC—1768, 1819, 1821, 1824 *et seq.*, 1834, 1842 *et seq.*, 1847(2), 1896, 2476, 2515, 2521 *et seq.*, 2529, 2534, 2540, 2541, 2544, 2547, 2624, 2695, 2909.

RCC 1870, Art. 2520.

(Same as Art. 2520 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2496.

(Projet, p. 308. Substitution adopted; no comment)

Redhibition is called the avoidance of a sale on account of some vice or defect in the thing sold, which renders it either absolutely useless, or its use so inconvenient and imperfect, that it must be supposed that the buyer would not have purchased it, had he known of the vice.

On appelle rédhibition, la résolution de la vente, à cause de quelque vice ou défaut de la chose vendue qui rend cette chose, ou absolument inutile, ou d'un usage tellement incommode ou insuffisant, qu'il est à supposer que l'acquéreur n'aurait pas acheté, s'il eût connu ce vice.

CC 1808, p. 356, Art. 65.

Redhibition is the cancelling of the sale on account of some defect in the thing sold, such as may be sufficient to oblige the seller to take it back again and have the sale annulled.

-p. 357, Art. 65.

On appelle rédhibition, la résolution de la vente, à cause de quelque défaut de la chose vendue, qui soit tel qu'il suffise pour obliger le vendeur à la reprendre, et pour annuler la vente.

-p. 356, Art. 67.

Any kind of defect in the thing sold, is not a ground for the action of redhibition; such defects alone are considered as render the thing absolutely unfit for the purpose for which it was intended in commerce, or such as so far diminish its utility or render it so inconvenient that it is presumable that if these defects had been known to the buyer, he would not have bought at all, or would have bought at a reduced price.

-p. 357, Art. 67.

Toutes espèces de vices ou de défauts de la chose vendue, ne donnent pas lieu à l'action de rédhibition; on ne considère que ceux qui rendent cette chose absolument inutile à l'usage pour lequel elle est destinée dans le commerce, ou qui diminuent tellement cet usage, ou le rendent si incommode qu'il est présumable qu'ils eussent été connus de l'acheteur, il n'aurait pas acheté du tout, ou n'aurait acheté qu'à moindre prix.

CN 1804, Art. 1641.

The seller is bound by the warranty by reason of the hidden defects of the thing sold which render it unsuitable for the use to which it was destined, or which diminish such use to such an extent, that the buyer would not have bought it, or would only have given a smaller price, if he had known of them.

Le vendeur est tenu de la garantie à raison des défauts cachés de la chose vendue qui la rendent impropre à l'usage auquel on la destine, ou qui diminuent tellement cet usage, que l'acheteur ne l'aurait pas acquise, ou n'en aurait donné qu'un moindre prix, s'il les avait connus.

ART. 2521. Apparent defects, that is, such as the buyer might have discovered by simple inspection, are not among the number of redhibitory vices.

RCC—1847 (3, 4), 2505, 2520, 2522, 2541, 2545, 2589.

RCC 1870, Art. 2521.

Same as above.

CC 1825, Art. 2497.

(Projet, p. 308. Substitution adopted; no comment)

Same as above.

Les défauts apparens, c'est-à-dire, ceux que l'acquéreur aurait pu découvrir par la simple inspection, ne sont pas au nombre de ceux qu'on appelle vices rédhibitoires.

CC 1808, p. 356, Art. 69.

The seller is not accountable for the apparent defects or vices which the

-p. 357, Art. 69.

Le vendeur n'est pas tenu des vices apparens dont l'acheteur a pu se con-

buyer could have seen himself, as for instance, if a horse has his eyes put out; the buyer cannot complain of a defect of which he is ignorant only through his own fault, any more than of those that the seller may have declared to him.

vaincre lui-même, comme si un cheval a les yeux crevés, l'acquéreur ne pouvant se plaindre de ces défauts qu'il n'a pu ignorer que par sa faute, non plus que de ceux que le vendeur lui aura déclarés.

CN 1804, Art. 1642.

The seller is not accountable for the apparent defects or vices which the buyer could have seen himself.

Le vendeur n'est pas tenu des vices apparens et dont l'acheteur a pu se convaincre lui-même.

ART. 2522. The buyer can not institute the redhibitory action, on account of the latent defects which the seller has declared to him before or at the time of the sale. Testimonial proof of this declaration may be received.

RCC—2276, 2277, 2503, 2521.

RCC 1870, Art. 2522.

(Same as Art. 2522 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2498.

(Projet, p. 309. Substitution † adopted; no comment)

Nor can the buyer institute the redhibitory action, on account of the latent defects which the seller has declared to him before or at the time of the sale. Testimonial proof of this declaration may be received.

L'acquéreur ne peut non plus intenter l'action rédhibitoire pour les défauts non apparens que le vendeur lui a déclarés avant ou lors de la vente. La preuve testimoniale de cette déclaration doit être admise.

CC 1808, pp. 356, 357, Art. 69.

Quoted under RCC 1870, Art. 2521, above.

CN 1804. No corresponding article.

ART. 2523. With regard to inanimate things, the latent defects which give rise to the redhibitory action are in general all such as are comprised in the definition expressed at the commencement of this paragraph.

RCC—2520, 2524 *et seq.*

RCC 1870, Art. 2523.

Same as above.

CC 1825, Art. 2499.

(Projet, p. 309. Addition adopted; no comment)

Same as above; but comma (,) after "action."

Les défauts non apparens des choses inanimées, qui donnent lieu à l'action rédhibitoire, sont généralement tous ceux qui sont compris dans la définition exprimée au commencement de ce paragraphe.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2524. The latent defects of animals are divided into two classes: vices of body, and vices of character.

RCC—2520, 2523, 2525 *et seq.*, 2535.

RCC 1870, Art. 2524.

(Same as Art. 2524 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2500.

(Projet, p. 309. Substitution adopted; no comment)

The latent defects of slaves and animals are divided into two classes; vices of body, and vices of character.

Les défauts non apparents des esclaves et des animaux, se divisent en deux classes: les vices de corps, et les vices de caractère.

CC 1808, p. 358, Art. 78.

The redhibitory defects concerning slaves are divided into two classes, to wit: the vices of the disposition or temper, and the defects of the body.

-p. 359, Art. 78.

Les vices rédhibitoires des esclaves se divisent en deux classes:

Les vices de caractère,
Et les vices de corps.

CN 1804. No corresponding article.

ART. 2525. The vices of body are distinguished into absolute and relative.

Absolute vices are those of which the bare existence gives rise to the redhibitory action.

Relative vices are those which give rise to it only in proportion to the degree in which they disable the object sold.

RCC—1778, 2520, 2524, 2526, 2527.

RCC 1870, Art. 2525.

Same as above.

CC 1825, Art. 2501.

(Projet, p. 309. Addition adopted; no comment)

Same as above; but comma (,) after "Absolute vices are those", after "Relative vices are those", and after "it"; semicolon (;) after "action."

Les vices de corps se distinguent en absolus et relatifs:

Les vices absolus sont ceux dont la seule existence suffit pour donner lieu à la rédhibition;

Les vices relatifs sont ceux qui n'y donnent lieu qu'en raison du degré d'infirmité auquel ils réduisent l'objet vendu.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2526. The absolute vices of horses and mules are short wind, glanders and founder.

RCC—2520, 2525.

RCC 1870, Art. 2526.

Same as above.

CC 1825, Art. 2503.

(Projet, p. 309. Amendment † adopted; no comment)

Same as above.

Les vices absolus des chevaux et des mulets, sont la pousse, la morve et la fourbure.

CC 1808, p. 358, Art. 77.

The defects or vices which generally give rise to the action of redhibition against the sale of horses and mules are the following, to wit: short wind, glanders, foundering and blindness, and other defects of that kind according to circumstances and the particular usages of this territory.

-p. 359, Art. 77.

Les vices, ou défauts qui donnent lieu, en général, à l'action de rédhibition contre la vente des chevaux et mulets, sont: la pousse, la morve, la courbature, la privation de la vue, et autres défauts de ce genre, suivant les circonstances et les usages particuliers à ce territoire.

CN 1804. No corresponding article.

ART. 2527. The other vices of body in animals are included in the definition given at the commencement of this paragraph.

RCC—2520, 2524, 2525, 2528.

RCC 1870, Art. 2527. (Same as Art. 2527 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2504. (Projet, p. 309. Addition adopted; no comment)
The other vices of body, as well in slaves as in animals, are included in the definition given at the commencement of this paragraph. Les autres vices de corps, tant des esclaves que des animaux rentrent dans la définition donnée au commencement de ce paragraphe.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2528. The vices of character, which give rise to the redhibition of animals, are comprised in the definition given at the commencement of this paragraph.

RCC—2520, 2524 *et seq.*

RCC 1870, Art. 2528.
Same as above.

CC 1825, Art. 2506. (Projet, p. 309. Substitution adopted; no comment)
Same as above. Les vices de caractère, qui donnent lieu à la rédhibition des animaux, rentrent dans la définition donnée au commencement de ce paragraphe.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2529. A declaration made in good faith by the seller, that the thing sold has some quality which it is found not to have, gives rise to a redhibition, if this quality was the principal motive for making the purchase.

RCC—1823, 1824 *et seq.*, 1842 *et seq.*, 2476, 2520, 2531, 2542.

RCC 1870, Art. 2529.
Same as above.

CC 1825, Art. 2507. (Projet, p. 309. Addition adopted; no comment)
Same as above; but comma (,) after "some quality." La déclaration faite avec bonne foi par le vendeur, que la chose vendue a quelque qualité qu'elle se trouve ne point avoir, donne lieu à la rédhibition, si cette qualité a été la principale raison pour laquelle l'achat a été fait.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2530. The buyer who institutes the redhibitory action, must prove that the vice existed before the sale was made to him. If the vice has made its appearance within three days immediately following the sale, it is presumed to have existed before the sale.

RCC—2285, 2287, 2520.

RCC 1870, Art. 2530.
Same as above.

CC 1825, Art. 2508.

(Projet, p. 310. Substitution adopted; no comment)

Same as above; but comma (,) after "buyer."

L'acquéreur, qui intente l'action rédhibitoire, est tenu de prouver que le vice existait avant la vente qui lui a été passée.

Si le vice s'est manifesté dans les trois jours qui ont suivi immédiatement la vente, on présume qu'il existait avant la vente.

CC 1808, p. 358, Art. 76.

It is besides necessary that the buyer prove in a satisfactory manner that the defect of which he complains existed at the time of the sale or anterior to that time.

If the defect appears immediately after the sale, or within the three following days, it shall be presumed that said defect existed before the sale or at the time it was made.

-p. 359, Art. 76.

Il faut, en outre, que l'acquéreur prouve, d'une manière suffisante, que le vice, ou défaut dont il se plaint, existait lors de la vente, ou antérieurement à son époque.

Si le vice, ou défaut s'est manifesté, immédiatement après la vente ou dans les trois jours qui l'ont suivi [suivi] on présumera qu'il existait avant la vente ou à l'instant où elle a été faite.

CN 1804. No corresponding article.

ART. 2531. The seller who knew not the vices of the thing, is only bound to restore the price, and to reimburse the expenses occasioned by the sale, as well as those incurred for the preservation of the thing, unless the fruits, which the purchaser has drawn from it, be sufficient to satisfy those expenses.

RCC—1793, 1943, 2466, 2505, 2506, 2529, 2545, 2547, 2589.

RCC 1870, Art. 2531.

Same as above.

CC 1825, Art. 2509.

(Projet, p. 310. Amendment † adopted; no comment)

Same as above; but comma (,) after "seller."

Le vendeur, qui ignorait les vices de la chose, n'est tenu que de la restitution du prix et du remboursement des frais occasionnés par la vente, ainsi que des dépenses faites pour la conservation de la chose, à moins que les fruits qu'il* en a retirés, ne l'aient dédommagé suffisamment de ces dépenses.

CC 1808, p. 358, Art. 72.

If the seller was ignorant of the defects of the thing, he shall only be obliged to the restitution of the price and to make reimbursement to the buyer of the costs occasioned by the sale.

-p. 359, Art. 72.

Si le vendeur ignorait les vices de la chose, il ne sera tenu qu'à la restitution du prix, et à rembourser à l'acquéreur les frais occasionnés par la vente.

CN 1804, Art. 1646.

Same as above.

Same as above.

*Note inadequacy of French text; "il" must refer to "l'acquéreur."

ART. 2532. If the thing affected with the vices has perished through the badness of its quality, the seller must sustain the loss.

RCC—1933, 2219, 2507, 2533, 2536.

RCC 1870, Art. 2532.

Same as above.

CC 1825, Art. 2510.

(Projet, p. 310. Substitution adopted; no comment)

Same as above; but comma (,) after "thing", and after "vices."

Si la chose, qui avait des vices, a péri par suite de sa mauvaise qualité, la perte est pour le vendeur.

CC 1808, p. 358, Art. 73, par. 1.

If the defective thing has perished through its bad quality, the loss is for the seller who will be bound towards the buyer for the restitution of the price with damages as is explained in the two preceding articles.

-p. 359, Art. 73, par. 1.

Si la chose qui avait des vices, a péri par suite de sa mauvaise qualité, la perte est pour le vendeur, qui sera tenu envers l'acheteur, à la restitution du prix et aux autres dédommagemens expliqués dans les deux articles précédens.

CN 1804, Art. 1647, par. 1.

Same as above.

Same as above; but comma (,) after "prix"; no punctuation after "vices", or after "acheteur."

ART. 2533. If it has perished by a fortuitous event, before the purchaser has instituted his redhibitory action, the loss must be borne by him.

But if it has perished, even by a fortuitous event, since the commencement of the suit, it is for the seller to bear the loss.

RCC—1933, 2219, 2507, 2532, 2536.

RCC 1870, Art. 2533.

(Same as Art. 2533 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2511.

(Projet, p. 310. Substitution adopted; no comment)

Par. 1 same as par. 1, above.

Si elle a péri par cas fortuit, avant que l'acquéreur ait intenté son action rédhibitoire, la perte est pour l'acquéreur.

But if it has perished even by fortuitous event since the commencement of the suit, it is for the seller to bear the loss.

Mais si elle a péri, même pas [par] cas fortuit, depuis le commencement de l'instance, c'est au vendeur à en supporter la perte.

CC 1808, p. 358, Art. 73, par. 2.

But the loss proceeding from an unforeseen accident, shall be for the buyer.

-p. 359, Art. 73, par. 2.

Mais la perte arrivée, par cas fortuit, sera pour le compte de l'acheteur.

CN 1804, Art. 1647, par. 2.

Same as above.

Same as above; but no punctuation after "arrivée", or after "fortuit."

ART. 2534. The redhibitory action must be instituted within a year, at the farthest, commencing from the date of the sale.

This limitation does not apply where the seller had knowledge of the vice and neglected to declare it to the purchaser.

Nor where the seller, not being domiciliated in the State, shall have absented himself before the expiration of the year following the sale; in which case the prescription remains suspended during his absence.

RCC—1832, 2498, 2520, 2535 *et seq.*, 2545, 2546.**RCC 1870, Art. 2534.**

Same as above.

CC 1825, Art. 2512.

(Projet, p. 310. Substitution † adopted; no comment)

Same as above; but comma (,) after "apply", after "vice", and after "following the sale."

L'action rédhibitoire doit être intentée au plus tard dans l'année, à compter de la date de la vente.

Cette limitation ne s'applique pas au cas où le vendeur, connaissant le vice, a omis de le déclarer à l'acquéreur.

Ni au cas où le vendeur, non domicilié dans l'Etat, se serait absenté avant l'expiration de l'année qui a suivi la vente, dans lequel cas la prescription demeure suspendue pendant son absence.

CC 1808, p. 358, Art. 75.

Whether this action has for its object the cancelling of the sale or a mere reduction of the price, it ought to be instituted within six months from the date of the sale at the farthest, or from the time that the defects or vices have been discovered; *provided* that in this latter case, not more than one year have elapsed from the time of the sale, and after that term the buyer shall not be admitted to said action.

-p. 359, Art. 75.

Cette action, soit qu'elle ait pour objet la résolution de la vente, ou une simple réduction du prix, doit être intentée, au plus tard, dans les six mois de la date de la vente, ou de l'époque où le vice ou le défaut a été découvert, *pourvu* que, dans ce dernier cas, il ne se soit pas écoulé plus d'un an depuis la vente; et ce délai passé, l'acquéreur ne sera plus recevable dans cette action.

CN 1804, Art. 1648.

The action resulting from redhibitory vices must be instituted by the buyer, within a short time, according to the nature of the redhibitory vices, and the custom of the place where the sale has been made.

L'action résultant des vices rédhibitoires doit être intentée par l'acquéreur, dans un bref délai, suivant la nature des vices rédhibitoires, et l'usage du lieu où la vente a été faite.

ART. 2535. The redhibition of animals can only be sued for within two months immediately following the sale.

RCC—2524 *et seq.*, 2534.

RCC 1870, Art. 2535.

Same as above.

(Same as Art. 2535 of Proposed Revision of 1869; in conformity with Acts 1828, No. 83, §22 [RS §3196])

CC 1825, Art. 2513.

(Projet, p. 310. Addition † adopted; no comment)

The redhibition of animals can only be sued for within fifteen days immediately following the sale.

La redhibition des animaux ne peut s'intenter que dans les quinze jours qui suivent immédiatement la vente.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2536. The redhibitory action may be commenced after the loss of the object sold, if that loss was not occasioned by the fault of the purchaser.

RCC—2219, 2532 *et seq.*, 2537.

RCC 1870, Art. 2536.

Same as above.

CC 1825, Art. 2514.

Same as above.

(Projet, p. 310. Addition adopted; no comment)

L'action rédhibitoire peut s'intenter après la perte de l'objet vendu, lorsque cette perte n'a pas été occasionnée par la faute de l'acquéreur.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2537. Redhibition does not take place in the cases of the sales* made under a seizure by order of a court of justice.

RCC—2534, 2536, 2619, 2624.

RCC 1870, Art. 2537. (Same as Art. 2537 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2515. (Projet, p. 310. Amendment adopted; no comment)
Redhibition does not take place in the cases of* sales made under a seizure by order of a court of justice. La réhibition n'a point lieu dans les cas de vente publique,* faite sur saisie, par autorité de justice.

CC 1808, p. 358, Art. 74. The action of redhibition does not take place in sales made by an authority of justice. **-p. 359, Art. 74.** L'action en réhibition n'a pas lieu dans les ventes faites par autorité de justice.

CN 1804, Art. 1649. It does not take place in sales made by authority of justice. Elle n'a pas lieu dans les ventes faites par autorité de justice.

*English translation of French text incomplete; should include "public."

ART. 2538. The redhibitory action is not divisible among the heirs of the purchaser; that is to say, they must all concur in it, and no one of them can bring it for his part only.

RCC—2008, 2108, 2111, 2113, 2115, 2539.

RCC 1870, Art. 2538.
Same as above.

CC 1825, Art. 2516. (Projet, p. 310. Addition adopted; no comment)
Same as above; but comma (,) after "purchaser." L'action réhibitoire n'est point divisible entre les héritiers de l'acheteur, c'est-à-dire, qu'il faut que tous y concourent [concourent], et qu'aucun d'eux ne peut l'exercer pour sa part seulement.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2539. The redhibitory action may be brought against the heirs of the vendor collectively, or against one of them, at the choice of the purchaser.

RCC—2008, 2108, 2111, 2113, 2114, 2116, 2538.

RCC 1870, Art. 2539. (Same as Art. 2539 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2517. (Projet, p. 310. Addition adopted; no comment)
It may be brought against the heirs of the vendor collectively, or against one of them, at the choice of the purchaser. Elle peut être exercée contre les héritiers du vendeur collectivement, ou contre l'un d'eux, au choix de l'acheteur.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2540. The redhibitory vice of one of several things sold together, gives rise to the redhibition of all, if the things were matched; as a pair of horses, or a yoke of oxen.

RCC—2520.

RCC 1870, Art. 2540.

Same as above.

CC 1825, Art. 2518.

(Projet, p. 310. Addition † adopted; no comment)

Same as above; but comma (,) after “matched.”

Le vice rédhibitoire de l’une de plusieurs choses vendues ensemble, entraîne la redhibition de toutes, si ces choses étaient appareillées, comme un attelage de chevaux, une paire de bœufs.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

§2—Of the Vices of the Thing Sold Which Occasion a Reduction of the Price

ART. 2541. Whether the defect in the thing sold be such as to render it useless and altogether unsuited to its purpose, or whether it be such as merely to diminish the value, the buyer may limit his demand to the reduction of the price.

RCC—1768, 1824, 2492, 2511, 2514, 2515, 2520, 2521, 2542 *et seq.*, 2566.

RCC 1870, Art. 2541.

Same as above.

CC 1825, Art. 2519.

(Projet, p. 311. Substitution adopted; no comment)

Same as above.

Soit que le défaut de la chose vendue soit tel qu’il la rende inutile ou d’un usage tout-à-fait incommode, soit qu’il ne fasse qu’en diminuer la valeur, l’acquéreur peut se borner à demander que le prix en soit réduit.

CC 1808, p. 356, Art. 70.

In the cases of the above articles 67 & 68, the buyer has the choice either to return the thing and have the price restored to him, or to keep possession of the same and have such part of the price as shall be estimated by able men, refunded to him.

-p. 357, Art. 70.

Dans les cas des articles 67 et 68 ci-dessus, l’acheteur a le choix de rendre la chose, et de se faire restituer le prix; ou de garder la chose, et de se faire rendre une partie du prix, telle qu’elle sera arbitrée par experts.

CN 1804, Art. 1644.

In the case of articles 1641 and 1643, the buyer has the choice either to return the thing and have the price restored to him, or to keep possession of the same and have such part of the price as shall be estimated by able men refunded to him.

Dans le cas des articles 1641 et 1643, l’acheteur a le choix de rendre la chose et de se faire restituer le prix, ou de garder la chose et de se faire rendre une partie du prix, telle qu’elle sera arbitrée par experts.

ART. 2542. The buyer may also content himself with resorting to this action, when the quality, which the thing sold has been declared to possess and which it is found to want, is not of such importance as to induce him to demand a redhibition.

RCC—1824, 1842 *et seq.*, 2529, 2541, 2547.

RCC 1870, Art. 2542.

Same as above.

CC 1825, Art. 2520.

(Projet, p. 311. Addition adopted; no comment)

Same as above; but comma (,) after “possess”; no punctuation after “quality.”

L'acquéreur peut également se contenter d'avoir recours à cette action, lorsque la qualité que la chose vendue avait été déclarée avoir, et qu'elle n'a point, n'est pas d'une assez grande considération pour l'engager à demander la redhibition.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2543. The purchaser who has contented himself with demanding a reduction of the price, can not afterwards maintain the redhibitory action.

But in a redhibitory suit, the judge may decree merely a reduction of the price.

RCC—2541, 2544.

RCC 1870, Art. 2543.

Same as above.

CC 1825, Art. 2521.

(Projet, p. 311. Addition ‡ adopted; no comment)

Same as above; but comma (,) after “purchaser.”

L'acquéreur qui s'est contenté de demander la réduction de prix, ne peut ensuite intenter l'action redhibitoire.

Mais le juge peut, sur une action redhibitoire, prononcer seulement la réduction du prix.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2544. The action for a reduction of price is subject to the same rules and to the same limitations as the redhibitory action.

RCC—2520 *et seq.*, 2541, 2543, 2545 *et seq.*

RCC 1870, Art. 2544.

(Same as Art. 2544 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2522.

(Projet, p. 311. Addition ‡ adopted; no comment)

The same* action for a reduction of price is subject to the same rules and to the same limitations as the redhibitory action.

L'action* en réduction de prix est sujette aux mêmes règles et à la même limitation que l'action redhibitoire.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

*“Same” has no counterpart in French text.

**§3—Of the Vices of the Things Sold, Which the Seller Has
Concealed from the Buyer**

ART. 2545. The seller, who knows the vice of the thing he sells and omits to declare it, besides the restitution of the price and repayment of the expenses, is answerable to the buyer in damages.

RCC—1763, 1832, 1847, 1934 *et seq.*, 2506 *et seq.*, 2521, 2531, 2534 *et seq.*, 2544, 2546, 2547, 2551.

RCC 1870, Art. 2545.

Same as above.

CC 1825, Art. 2523.

(Projet, p. 311. Substitution adopted; no comment)

Same as above; but comma (,) after "sells."

Le vendeur qui, connaissant le vice de la chose qu'il vend, omet de le déclarer, est tenu, outre la restitution du prix et le remboursement des frais, de tous dommages et intérêts envers l'acheteur.

CC 1808, p. 356, Art. 66.

The seller is bound to declare to the buyer the defects of the thing sold, as far as they are known to him, and if he does not do it, the sale shall be cancelled or the price shall be diminished according to the kind of defects, and the seller shall be liable to damages towards the buyer by the following rules.

-p. 357, Art. 66.

Le vendeur est obligé de déclarer à l'acquéreur les défauts de la chose vendue qui lui sont connus, et s'il ne le fait pas, ou la vente sera résolue ou le prix diminué, selon la qualité des défauts, et le vendeur sera tenu des dommages intérêts de l'acheteur, par les règles qui suivent.

-p. 358, Art. 71.

If the seller was acquainted with the defects of the thing, he is liable to all damages towards the buyer, besides the restitution of the price he may have received.

-p. 359, Art. 71.

Si le vendeur connaissait les vices de la chose, il est tenu outre la restitution du prix qu'il en a reçu, de tous les dommages intérêts envers l'acheteur.

CN 1804, Art. 1645.

Same as above.

Si le vendeur connaissait les vices de la chose, il est tenu, outre la restitution du prix qu'il en a reçu, de tous les dommages et intérêts envers l'acheteur.

ART. 2546. In this case, the action for redhibition may be commenced at any time, provided a year has not elapsed since the discovery of the vice.

This discovery is not to be presumed; it must be proved by the seller.

RCC—2498, 2534, 2545.

RCC 1870, Art. 2546.

Same as above.

CC 1825, Art. 2524.

Same as above.

(Projet, p. 311. Addition adopted; no comment)

Dans ce cas, la redhibition peut s'intenter en tout temps, pourvu qu'il ne soit pas écoulé un an depuis la découverte du vice.

Cette découverte ne se présume pas; elle doit être prouvée par le vendeur.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2547. A declaration made by the seller, that the thing sold possesses some quality which he knows it does not possess, comes within the definition of fraud, and ought to be judged according to the rules laid down on the subject, under the title: *Of Conventional Obligations*.

It may, according to circumstances, give rise to the redhibition, or to a reduction of the price, and to damages in favor of the buyer.

RCC—1847, 1848, 1934, 2438, 2520, 2531, 2541 *et seq.*, 2548.

RCC 1870, Art. 2547.

Same as above.

CC 1825, Art. 2525.

(Projet, p. 311. Substitution adopted; no comment)

Same as above; but no punctuation after "title."

La déclaration faite par le vendeur que la chose vendue a quelque qualité, qu'il sait qu'elle n'a pas, rentre dans la définition du dol, et doit être jugée d'après les règles établies à cet égard au titre des *obligations conventionnelles*. Elle peut, suivant le cas, donner lieu à la redhibition ou à la réduction du prix, et en outre à des dommages-intérêts envers l'acheteur.

CC 1808, p. 360, Art. 81.

When the seller has declared that the thing sold by him, besides being free from the defects against which he is naturally to warrant it, had some quality which rendered the said thing better or more valuable and it is discovered that that quality is wanting, or that instead of it, the thing has the opposite defects or vices, the buyer shall be well founded to claim, according to circumstances, either the cancelling of the sale or the diminution of the price, or even damages against the seller.

In this case, it will be necessary to judge of the effect that the declaration of the seller may have produced on the buyer in determining him to purchase, from the importance more or less of the qualities which may have been announced*; from the knowledge that the said buyer could or ought to have had of the falseness or exaggeration of that declaration, and above all it must be considered whether these said qualities have been made a condition, without which the sale would not have taken place at all, or at least not for the same price.

CN 1804. No corresponding article.

*"From the importance more or less of the qualities which may have been announced" has no counterpart in French text.

-p. 361, Art. 81.

Lorsque le vendeur a déclaré que la chose par lui vendue, outre l'exemption des vices ou défauts qu'il doit naturellement garantir, avait quelque qualité qui la rendit meilleure ou plus précieuse, et que cette qualité se trouve manquer, ou même être remplacée par des vices ou défauts contraires, l'acquéreur pourra être bien fondé à réclamer, suivant les circonstances, ou la résolution de la vente, ou la diminution du prix, ou même des dommages et intérêts contre le vendeur.

Dans ce cas, il faudra juger de l'effet que la déclaration du vendeur aura pu produire sur l'acquéreur pour le déterminer à acheter,* d'après la connaissance que l'acquéreur pouvait ou devait avoir de la fausseté ou de l'exagération de cette déclaration, et surtout, il faudra considérer si ces qualités ont fait une condition sans laquelle la vente n'eût pas été faite du tout, ou n'eût pas été faite au même prix.

ART. 2548. The renunciation of warranty, made by the buyer, is not obligatory, where there has been fraud on the part of the seller.

RCC—1819, 1847, 2475, 2476, 2501 *et seq.*, 2547.

RCC 1870, Art. 2548.

Same as above.

CC 1825, Art. 2526.

Same as above.

(Projet, p. 311. Addition adopted; no comment)

La renonciation à la garantie, faite par l'acquéreur, n'est point obligatoire, lorsqu'il y a eu dol de la part du vendeur.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Chapter 7—OF THE OBLIGATIONS OF THE BUYER

ART. 2549. The obligations of the buyer are:

1. To pay the price of sale.
2. To receive delivery of the thing and to remove it, if it be an object which requires* removal, and to indemnify the seller for what he has expended in preserving it for him.

RCC—2133, 2157, 2158, 2439, 2456, 2464 *et seq.*, 2477 *et seq.*, 2483, 2487, 2488, 2550 *et seq.*

RCC 1870, Art. 2549.

Same as above.

CC 1825, Art. 2527.

(Projet, p. 312. Substitution † adopted; no comment)

Same as above; but semicolon (;) after "sale", and after "removal"; comma (,) after "thing."

Les obligations de l'acheteur, sont:
 1. De payer le prix de la vente;
 2. De prendre livraison de la chose vendue, et de l'enlever, si elle en est susceptible,* et d'indemniser le vendeur de ce qu'il a dépensé pour la lui conserver.

CC 1808, p. 360, Art. 82.

The principal obligation of the buyer is to pay the price on the day and at the place mentioned in the sale.

-p. 361, Art. 82.

La principale obligation de l'acheteur, est de payer le prix au jour et lieu réglés par la vente.

CN 1804, Art. 1650.

Same as above.

La principale obligation de l'acheteur est de payer le prix au jour et au lieu réglés par la vente.

*Note error in English translation of French text; "requires" should be "is susceptible of."

ART. 2550. The price ought to be paid on the day and at the place mentioned in the sale.

If no stipulations have been made on that point, at the time of the sale, the buyer must pay at the time and at the place where the delivery is to be made.

RCC—1913, 2014, 2133, 2157, 2464, 2484, 2485, 2487, 2488, 2549, 2551, 2557.

RCC 1870, Art. 2550.

Same as above.

CC 1825, Art. 2528.

(Projet, p. 312. Amendment adopted; no comment)

Same as above.

Le prix doit être payé au jour et au lieu réglés par la vente.

S'il n'a rien été réglé à cet égard lors de la vente, l'acheteur doit payer au temps et au lieu où doit se faire la délivrance.

CC 1808, pp. 360, 361, Art. 82.

Quoted under RCC 1870, Art. 2549, above.

-p. 360, Art. 83.

Same as CC 1825, Art. 2528, par. 2, above.

-p. 361, Art. 83.

S'il n'a été rien réglé à cet égard lors de la vente, l'acheteur doit payer au temps et au lieu où doit se faire la délivrance.

CN 1804, Art. 1650.

Quoted under RCC 1870, Art. 2549, above.

-Art. 1651.

Same as CC 1808, p. 360, Art. 83, above.

S'il n'a rien été réglé à cet égard lors de la vente, l'acheteur doit payer au lieu et dans le temps où doit se faire la délivrance.

Projet du Gouvernement (1800), Book III, Title XI, Art. 72.

Same as CC 1825, Art. 2528, par. 2, above.

Same as CC 1825, Art. 2528, par. 2, above.

ART. 2551. On failure of the buyer to pay the price, the seller may compel him to do it, by offering to deliver the thing to him, if that has not been already done.

RCC—1911, 1913, 1914, 1927, 2150, 2151, 2462, 2478, 2479, 2487, 2549, 2550.

RCC 1870, Art. 2551.

Same as above.

CC 1825, Art. 2529.

(Projet, p. 312. Addition amended and adopted;

Same as above.

A défaut par l'acheteur de payer le prix, le vendeur peut l'y faire contraindre, en offrant de lui livrer la chose, si déjà elle ne l'a été.

CC 1808. No corresponding article.**CN 1804.** No corresponding article.

ART. 2552. If, after the contract, and before the seller has been required* to deliver the thing, it ceases to be susceptible of delivery, without his fault, the buyer is still bound to pay him the price.

RCC—1898, 1909, 1910, 1915 *et seq.*, 1919, 1920, 1922, 2219, 2467 *et seq.*, 2487, 2488.**RCC 1870, Art. 2552.**

Same as above.

CC 1825, Art. 2530.

(Projet, p. 312. Addition amended and adopted; no comment)

Same as above.

Si, depuis le contrat, et avant que le vendeur ait été mis en demeure* de dé-

livrer la chose, elle a cessé, sans sa faute, de pouvoir être livrée, l'acheteur n'est pas moins tenu d'en payer le prix.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

*Note error in English translation of French text; "required" should be "put in default."

ART. 2553. The buyer owes interest on the price of the sale, until the payment of the capital, in the three following cases:

1. If it has been so agreed at the time of the sale.
2. If the thing sold produces fruits, or any other income.
3. From the date of the sale when the price is then due.

RCC—465, 545 *et seq.*, 1878, 1901, 1911, 1935, 1937 *et seq.*, 2456, 2489, 2554, 2592, 2781, 2923 *et seq.*

RCC 1870, Art. 2553. (Same as Art. 2553 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2531. (No reference in Projet)

Par. 1 and subds. 1, 2 same as par. 1 and subds. 1, 2, above; but semicolon (;) after "time of the sale", and after "income."

L'acheteur doit les intérêts du prix de la vente, jusqu'au paiement du capital, dans les trois cas suivants:

1. S'il a été ainsi convenu lors de la vente;
2. Si la chose vendue produit des fruits ou autres revenus;
3. S'il a été cité judiciairement pour se voir condamné à payer.

3. If he has been sued for the payment.

In this last case the interest runs only from the day on which the suit was instituted.

Dans ce dernier cas, l'intérêt ne court que du jour de la demande judiciaire.

CC 1808, p. 360, Art. 84.

Same as above; but no punctuation after "fruits."

-p. 361, Art. 84.

Par. 1 and subds. 1, 2 same as par. 1 and subds. 1, 2, above.

3. Et s'il a été cité judiciairement pour se voir condamner [condamné] à payer.

Last par. same as last par., above.

CN 1804, Art. 1652.

Pars. 1, 2 same as par. 1 and subd. 1, above.

L'acheteur doit l'intérêt du prix de la vente jusqu'au paiement du capital, dans les trois cas suivants:

S'il a été ainsi convenu lors de la vente;

Si la chose vendue et livrée produit des fruits ou autres revenus;

Si l'acheteur a été sommé de payer.

If the thing sold and delivered produces fruits or any other income;

If the buyer has been summoned to pay.

In this last case, the interest runs only from the time of the summons.

Dans ce dernier cas, l'intérêt ne court que depuis la sommation.

ART. 2554. When the seller has granted to the buyer a term for the payment, the interest begins to run from the end of that term.

RCC—1938, 2048, 2057 *et seq.*, 2553, 2781.

RCC 1870, Art. 2554.

Same as above.

CC 1825, Art. 2532.

Same as above.

(Projet, p. 312. Addition adopted; no comment)

Lorsque le vendeur a accordé à l'acheteur un terme pour le paiement, les intérêts commencent à courir après l'échéance de ce terme.

CC 1808. No corresponding article.**CN 1804.** No corresponding article.

ART. 2555. The purchaser, who neglects to obtain delivery of the thing sold, after having been put in default, is answerable to the vendor for the damage which he may sustain on that account, and for the reimbursement of the expense which may have been incurred for the preservation of the thing.

RCC—1911 *et seq.*, 1926, 1930, 1965, 2467, 2469, 2470, 2483 *et seq.*, 2549, 2556, 2565.

RCC 1870, Art. 2555.

(Same as Art. 2555 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2533.

(Projet, p. 312. Addition adopted; no comment)

The purchaser, who neglects to obtain delivery of the thing sold, after having been put in default, is answerable to the vendor for the damage which he may sustain on that account, and for the reimbursement of the expense which he may have incurred for the preservation of the thing.

L'acheteur, qui néglige de prendre livraison de la chose vendue, après avoir été mis en demeure, est tenu envers le vendeur des dommages et intérêts, qu'il peut en souffrir, et du remboursement de la dépense qu'il peut avoir faite pour la conservation de la chose.

CC 1808. No corresponding article.**CN 1804.** No corresponding article.

ART. 2556. The seller may even obtain authority, where movables have been sold, and the custody of them is inconvenient to him, for putting them out of his house at the risk of the purchaser, on giving him notice of the day and hour at which he will put them out.

RCC—1911 *et seq.*, 1922, 1923, 2456, 2462, 2467, 2469, 2555.

RCC 1870, Art. 2556.

(Same as Art. 2556 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2534.

(Projet, p. 312. Addition † adopted; no comment)

The seller may even obtain authority, where moveables or slaves have been sold, and the custody of them is inconvenient to him, for putting them out of his house at the risk of the purchaser, on giving him notice of the day and hour at which he will put them out.

Le vendeur peut, même dans le cas de vente de choses mobilières ou d'esclaves, se faire autoriser, si la garde lui en est incommode, à les mettre hors de chez lui, aux risques de l'acheteur, après lui avoir donné avis du jour et de l'heure qu'il les mettra dehors.

CC 1808. No corresponding article.**CN 1804.** No corresponding article.

ART. 2557. If the buyer is disquieted in his possession, or has just reason to fear that he shall be disquieted by an action of mortgage, or by any other claim,* he may suspend the payment of the price, until the seller has restored him to quiet possession or caused the disturbance to cease, unless the seller prefer to give security.

There is an exception to this rule, when the buyer has been informed, before the sale, of the danger of eviction.

RCC—2452, 2476, 2487, 2488, 2500 *et seq.*, 2517, 2550, 2558 *et seq.*, 2646, 2662, 2703, 3035, 3064. CP—710.

RCC 1870, Art. 2557. (Same as Art. 2557 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2535. (Projet, p. 313. Amendment ‡ adopted; no comment)

If the buyer is disquieted in his possession, or has just reason to fear that he shall be disquieted, by an action of mortgage, or by any other claim,* he may suspend the payment of the price, until the seller has restored him to quiet possession, unless the seller prefer to give security.

There is an exception to this rule, when the buyer has been informed, before the sale, of the danger of the eviction.

Si l'acheteur est troublé, ou a juste raison de craindre d'être troublé par une action, soit hypothécaire, soit en revendication,* il peut suspendre le paiement du prix jusqu'à ce que le vendeur ait fait cesser le trouble, si mieux n'aime celui-ci donner caution.

Il y a exception à cette règle, lorsque l'acquéreur a été averti, avant la vente, du danger de l'éviction.

CC 1808, p. 360, Art. 85.

If the buyer is disquieted in his possession, or has just cause to fear that he shall be disquieted by an action on mortgage or by any other claim,* he may suspend the payment of the price until the seller has restored him to quiet possession, unless said seller prefers to give security.

-p. 361, Art. 85.

Si l'acheteur est troublé par une action, soit hypothécaire, soit en revendication,* il peut suspendre le paiement du prix jusqu'à ce que le vendeur ait fait cesser le trouble, si mieux n'aime celui-ci donner caution.

CN 1804, Art. 1653.

If the buyer is disquieted in his possession or has just cause to fear that he shall be disquieted by an action, either hypothecary, or in revendication, he may suspend the payment of the price until the seller has restored him to quiet possession unless the seller prefers to give security, or unless it has been agreed that, notwithstanding the disturbance, the buyer shall pay.

Si l'acheteur est troublé ou a juste sujet de craindre d'être troublé par une action soit hypothécaire, soit en revendication, il peut suspendre le paiement du prix jusqu'à ce que le vendeur ait fait cesser le trouble, si mieux n'aime celui-ci donner caution, ou à moins qu'il n'ait été stipulé que, nonobstant le trouble, l'acheteur paiera.

Projet du Gouvernement (1800), Book III, Title XI, Art. 74.

Same as CC 1808, p. 360, Art. 85, above.

Si l'acheteur est troublé par une action soit hypothécaire, soit en revendication, il peut suspendre le paiement du prix jusqu'à ce que le vendeur ait fait cesser le trouble, si mieux celui-ci n'aime donner caution.

*Note error in English translation of French text; "by any other claim" should be "in revendication."

ART. 2558. In the case mentioned in the preceding article, the seller who can not receive the price from being unable to give security, may compel the buyer to deposit the price, subject to the order of the court, to await the decision of the suit.

RCC—2557, 2559.

RCC 1870, Art. 2558.

Same as above.

CC 1825, Art. 2536.

(Projet, p. 313. Addition amended and adopted; no comment)

Same as above; but comma (,) after "receive the price."

Dans le cas de l'article précédent, le vendeur, qui ne peut toucher le prix,

faute de pouvoir fournir caution, a le droit de contraindre l'acheteur à déposer le prix à la disposition de la cour, jusqu'à la décision du procès.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2559. The purchaser may also require the deposit, to relieve himself from the payment of interest.

RCC—1935, 1937 *et seq.*, 2557, 2558.

RCC 1870, Art. 2559.

Same as above.

CC 1825, Art. 2537.

(Projet, p. 313. Addition adopted; no comment)

Same as above.

L'acheteur peut aussi demander le dépôt pour se décharger des intérêts.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2560. If the purchaser has paid before the disturbance of his possession, he can neither demand a restitution of the price, nor security during the suit.

RCC—2557.

RCC 1870, Art. 2560.

Same as above.

CC 1825, Art. 2538.

(Projet, p. 313. Addition adopted; no comment)

Same as above.

Si l'acheteur a payé avant le trouble, il ne peut demander, ni qu'on lui restitue le prix, ni qu'il lui soit donné caution pendant le procès.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2561. If the buyer does not pay the price the seller may sue for the dissolution of the sale. This right of dissolution shall be an accessory of the credit representing the price, and if it be held by more than one person all must join in the demand for dissolution; but if any refuse, the others by paying the amount due the parties who refuse shall become subrogated to their rights. (As amended by Acts 1924, No. 108)

RCC—1926, 2045 *et seq.*, 2159 *et seq.*, 2485, 2562 *et seq.*, 2566, 3229.

RCC 1870, Art. 2561.

If the buyer does not pay the price, the seller may sue for the dissolution of the sale.

CC 1825, Art. 2539.

(No reference in Projet)

Same as above.

Si l'acheteur ne paye pas le prix, le vendeur peut demander la résolution de la vente.

CC 1808, p. 360, Art. 86.

Same as above; but no punctuation after "price."

-p. 361, Art. 86.

Same as above.

CN 1804, Art. 1654.

Same as above.

Same as above.

ART. 2562. The dissolution of the sale of immovables is summarily awarded, when there is danger that the seller may lose the price and the thing itself.

If that danger does not exist, the judge may grant to the buyer a longer or shorter time, according to circumstances, provided such term exceed not six months.

This term being expired without the buyer's yet having paid, the judge shall cancel the sale.

RCC—2045 *et seq.*, 2048, 2153, 2561, 2563, 2564, 2569.

RCC 1870, Art. 2562.

Same as above.

CC 1825, Art. 2540.

Same as above.

(No reference in *Projet*)

La résolution de la vente d'immeubles est prononcée de suite, s'il y a danger que le vendeur ne perde la chose et le prix.

Si ce danger n'existe pas, le juge peut accorder à l'acquéreur un délai plus ou moins long, suivant les circonstances, pourvu que ce délai n'excède pas six mois.

Et ce délai passé, sans que l'acquéreur ait payé, la résolution de la vente sera prononcée.

CC 1808, p. 360, Art. 87.

The dissolution of the sale for immovables, is summarily awarded, when there is danger that the seller may lose the price and the thing itself.

If that danger does not exist the judge may grant to the buyer a longer or shorter time, according to circumstances, *provided* said term exceed not six months.

That term being expired without the buyer's yet having paid, the judge shall cancel the sale.

-p. 361, Art. 87.

Same as above; but comma (,) after "d'immeubles."

CN 1804, Art. 1655.

Par. 1 same as par. 1, above.

If that danger does not exist the judge may grant to the buyer a longer or shorter time, according to circumstances.

Par. 3 same as par. 3, above.

La résolution de la vente d'immeubles est prononcée de suite, si le vendeur est en danger de perdre la chose et le prix.

Si ce danger n'existe pas, le juge peut accorder à l'acquéreur un délai plus ou moins long suivant les circonstances.

Ce délai passé sans que l'acquéreur ait payé, la résolution de la vente sera prononcée.

Projet du Gouvernement (1800), Book III, Title XI, Art. 76.

The dissolution of the sale is summarily awarded, when there is danger that the seller may lose the price and the thing itself.

Pars. 2, 3 same as pars. 2, 3, above.

La résolution de la vente est prononcée de suite, s'il y a danger que le vendeur ne perde la chose et le prix.

Par. 2 same as par. 2, above; but comma (,) after "long."

Par. 3 same as CC 1808, p. 361, Art. 87, par. 3, above; but no punctuation after "passé."

ART. 2563. If, at the time of the sale of immovables, it has been stipulated that, for want of payment of the price within the term agreed on, the sale should be of right dissolved, the buyer may nevertheless make payment after the expiration of the term, as long as he has not been placed in a state of default, by a judicial demand, but after that demand, the judge can grant him no delay.

RCC—1910 *et seq.*, 2046, 2047, 2048, 2562, 2564, 2569.

RCC 1870, Art. 2563.

(Same as Art. 2563 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2541.

(No reference in Projet)

If, at the time of the sale of immovables, it has been stipulated that, for want of payment of the price within the term agreed on, the sale should be of right dissolved, the buyer may nevertheless make payment after the expiration of the term, as long as he has not been placed in a state of default, by a judiciary demand, but after that demand, the judge can grant him no delay.

S'il a été stipulé, lors de la vente d'immeubles, que, faute de paiement du prix dans le terme convenu, la vente sera résolue de plein droit, l'acquéreur peut néanmoins payer après l'expiration du terme, tant qu'il n'a pas été mis en demeure par une demande judiciaire; mais après cette demande, le juge ne peut pas lui accorder de délai.

CC 1808, p. 362, Art. 88.

If at the time of the sale of immovables it has been stipulated that for want of payment of the price within the term agreed on, the sale should be of right dissolved, the buyer may nevertheless make said payment after the expiration of the term as long as he has not been placed in a state of default by a judiciary demand, but after that demand, the judge can grant him no delay.

-p. 363, Art. 88.

S'il a été stipulé lors de la vente d'immeubles que, faute de paiement du prix dans le terme convenu, la vente sera résolue de plein droit, l'acquéreur peut néanmoins payer après l'expiration dudit terme, tant qu'il n'a pas été mis en demeure par une demande judiciaire; mais après cette demande, le juge ne peut pas lui accorder de délai.

CN 1804, Art. 1656.

If, at the time of the sale of immovables, it has been stipulated, that for want of payment of the price within the term agreed on, the sale should be of right dissolved, the buyer may nevertheless make payment after the expiration of the delay, as long as he has not been placed in a state of default by a summons: but, after that summons, the judge can grant him no delay.

S'il a été stipulé lors de la vente d'immeubles, que faute de paiement du prix dans le terme convenu, la vente serait résolue de plein droit, l'acquéreur peut néanmoins payer après l'expiration du délai, tant qu'il n'a pas été mis en demeure par une sommation: mais, après cette sommation, le juge ne peut pas lui accorder de délai.

ART. 2564. In matters of sale of movable effects, the dissolution of the sale shall take place of right, if demanded, without its being in the power of the judge to grant any delay, except that fixed by law.

RCC—478, 2045 *et seq.*, 2458 *et seq.*, 2561 *et seq.*, 3229.

RCC 1870, Art. 2564.

(Same as Art. 2564 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2542.

(No reference in Projet)

In matters of sale of slaves or movable effects, the dissolution of the sale shall take place of right, if demanded, without its being in the power of the judge to grant any delay, except that fixed by law.

En matière de vente d'esclaves et d'effets mobiliers, la résolution de la vente aura lieu de plein droit, si elle est demandée, sans que le juge puisse accorder de délai que ceux fixés par la loi.

CC 1808, p. 362, Art. 89.

In matters of sale for slaves or moveable effects, the dissolution of the sale shall take place of right, if demanded, without its being in the power of the judge to grant any delay, except that fixed by law on the rules of proceedings.

-p. 363, Art. 89.

En matière de vente d'esclaves et d'effets mobiliers, la résolution de la vente aura lieu de plein droit, si elle est demandée, sans que le juge puisse accorder de délai que ceux fixés par les lois sur la procédure.

CN 1804, Art. 1657.

In the matter of the sale of provisions and movable effects, the dissolution of the sale shall take place of right and without summons for the benefit of the seller after the expiration of the term agreed upon for the removal.

En matière de vente de denrées et effets mobiliers, la résolution de la vente aura lieu de plein droit et sans sommation, au profit du vendeur, après l'expiration du terme convenu pour le retirement.

ART. 2565. If, on account of delay in the payment of the price,* the seller is obliged to retain or to resume the thing sold, and its value is diminished, the buyer is bound to make good this diminution to the amount of the price which had been agreed upon.

RCC—2315, 2555, 2610.

RCC 1870, Art. 2565.

Same as above.

CC 1825, Art. 2543.

(Projet, p. 313. Addition ‡ adopted; no comment)

Same as above; but comma (,) after "retain."

Si par le défaut de paiement,* le vendeur se trouve obligé de retenir ou de reprendre la chose vendue, et que sa valeur soit diminuée, l'acheteur est tenu de dédommager le vendeur de cette diminution, jusqu'à concurrence du prix qui avait été convenu.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

*"Of the price" has no counterpart in French text.

Chapter 8—OF THE RESOLUTION AND OF THE RESCISSION OF THE SALE

ART. 2566. Besides the causes of nullity or dissolution of the sale, already mentioned in this title, and those which are common to all agreements, the contract of sale may be canceled by the use of the power of redemption, and by the effect of the lesion beyond moiety. (As amended by Acts 1871, No. 87)

RCC—1779 *et seq.*, 1860 *et seq.*, 2045, 2130, 2221 *et seq.*, 2446, 2447, 2452 *et seq.*, 2463, 2465, 2485, 2493, 2496, 2500 *et seq.*, 2505, 2511, 2520 *et seq.*, 2541, 2551, 2561, 2567 *et seq.*, 2589, 2594.

RCC 1870, Art. 2566.

(Same as Art. 2566 of Proposed Revision of 1869)

Besides the causes of resolution and rescission of the sale already mentioned in this title, and those which are common to all agreements, the contract of sale may be canceled by the use of the power of redemption, and by the effect of lesion beyond moiety.

CC 1825, Art. 2544.

(No reference in Projet)

Same as RCC 1870, Art. 2566, as amended by Acts 1871, No. 87, above; but no punctuation after "the sale."

Outre les causes de nullité ou de résolution déjà expliquées dans ce titre, et celles qui sont communes à toutes les

conventions, le contrat de vente peut être résolu par l'usage de la faculté de rachat ou de réméré, et par l'effet de la lésion d'outre moitié.

CC 1808, p. 362, Art. 90.

Same as above; but no punctuation after "title", or after "redemption."

-p. 363, Art. 90.

Same as above.

CN 1804, Art. 1658.

Independently of the causes of nullity or of dissolution already explained in this title, and of those which are common to all agreement, the contract of sale may be cancelled by the use of the right of redemption and by the insufficiency of the price.

Indépendamment des causes de nullité ou de résolution déjà expliquées dans ce titre, et de celles qui sont communes à toutes les conventions, le contrat de vente peut être résolu par l'exercice de la faculté de rachat et par la vilité du prix.

Section 1—OF THE POWER OR RIGHT OF REDEMPTION

ART. 2567. The right of redemption is an agreement or paction, by which the vendor reserves to himself the power of taking back the thing sold by returning the price paid for it.

RCC—735, 1695, 2012, 2036, 2045, 2266, 2566, 2568 *et seq.*, 2573, 2587, 2596, 2742, 2788, 2796.

RCC 1870, Art. 2567.

Same as above.

CC 1825, Art. 2545.

Same as above.

(No reference in Projet)

La faculté de réméré ou de rachat, est un acte [pacte] par lequel le vendeur se réserve de reprendre la chose vendue en rendant le prix.

CC 1808, p. 362, Art. 91.

Same as above; but no punctuation after "paction."

-p. 363, Art. 91.

La faculté de réméré ou de rachat, est un pacte par lequel le vendeur se réserve de reprendre la chose vendue, en en rendant le prix.

CN 1804, Art. 1659.

The right of redemption is an agreement or paction by which the vendor reserves to himself the power of taking back the thing sold, for the restitution of the purchase price, and the reimbursement which is spoken of in article 1673.

La faculté de rachat ou de réméré est un pacte par lequel le vendeur se réserve de reprendre la chose vendue, moyennant la restitution du prix principal, et le remboursement dont il est parlé à l'article 1673.

Projet du Gouvernement (1800), Book III, Title XI, Art. 80.

Same as CC 1808, p. 362, Art. 91, above.

La faculté de rachat est un pacte par lequel le vendeur se réserve de reprendre la chose vendue en en rendant le prix.

ART. 2568. The right of redemption can not be reserved for a time exceeding ten years.

If a term, exceeding that, has been stipulated in the agreement, it shall be reduced to the term of ten years.*

RCC—11, 2048, 2567, 2569, 2570, 2588, 2742, 2788, 2796, 3544.

RCC 1870, Art. 2568.

Same as above.

CC 1825, Art. 2546.

Same as above.

(No reference in *Projet*)

La faculté de rachat ne peut être stipulée pour un terme qui excède dix ans.
Si elle a été stipulée pour un terme plus long, elle est réduite à ce terme.*

CC 1808, p. 362, Art. 92.

The right of redemption cannot be reserved for a time exceeding ten years, if a term exceeding that has been stipulated in the agreement, it shall be reduced to the said term of ten years.*

-p. 363, Art. 92.

La faculté de rachat ne peut être stipulée pour un terme excédant dix années;

Par. 2 same as par 2, above.

CN 1804, Art. 1660.

The right of redemption cannot be reserved for a time exceeding five years.

If a term exceeding that has been stipulated in the agreement it shall be reduced to that term.

La faculté de rachat ne peut être stipulée pour un terme excédant cinq années;

Par. 2 same as par. 2, above.

***Projet du Gouvernement (1800)*, Book III, Title XI, Art. 81.**

Par. 1 same as CC 1825, Art. 2546,
par. 1, above.

Par. 2 same as par. 2, above.

Same as CC 1808, p. 363, Art. 92,
above; but period (.) after "années."

*Note error in English translation of French text; "the term of ten years" should be "that term."

ART. 2569. The time fixed for the redemption must be rigorously adhered to; it can not be prolonged by the judge.

RCC—2562, 2563, 2568, 2570.

RCC 1870, Art. 2569.

Same as above.

CC 1825, Art. 2547.

Same as above.

(No reference in *Projet*)

Le terme fixé est de rigueur, et ne peut être prolongé par le juge.

CC 1808, p. 362, Art. 93.

Same as above; but "can not" spelled "connot."

-p. 363, Art. 93.

Same as above.

CN 1804, Art. 1661.

Same as above.

Same as above.

ART. 2570. If that right has not been exercised within the time agreed on by the vendor, he can not exercise it afterwards, and the purchaser becomes irrevocably possessed of the thing sold.*

RCC—2568, 2569, 2742, 3179.

RCC 1870, Art. 2570.

Same as above.

CC 1825, Art. 2548.

Same as above; but comma (,) after "exercised", and after "on."

(No reference in *Projet*)

Faute par le vendeur d'avoir exercé son action de réméré dans le terme prescrit, il en est déchu, et l'acquéreur demeure propriétaire* irrévocable.

CC 1808, p. 362, Art. 94.

Same as above; but no punctuation after "exercised", or after "afterwards."

-p. 363, Art. 94.

Same as above; but comma (,) after "Faute", and after "vendeur."

CN 1804, Art. 1662.

If that right has not been exercised within the time agreed on by the vendor, the purchaser becomes irrevocably the owner.

Faute par le vendeur d'avoir exercé son action de réméré dans le terme prescrit, l'acquéreur demeure propriétaire irrévocable.

Projet du Gouvernement (1800), Book III, Title XI, Art. 83.

If that right has not been exercised within the time agreed on by the vendor, he can not exercise it afterwards, and the purchaser becomes irrevocably the owner.

Same as CC 1808, p. 363, Art. 94, above; but no punctuation after "Faute", or after "vendeur."

*Note error in English translation of French text; "possessed of the thing sold" should be "the owner."

ART. 2571. The delay runs against any person, not excepting minors, who can not be relieved against it.

RCC—221, 337, 415, 2221, 2595, 2596, 3522.

RCC 1870, Art. 2571.

Same as above.

CC 1825, Art. 2549.

(No reference in Projet)

Same as above.

Le délai court contre toutes personnes, même contre le mineur, sans espérance de restitution.

CC 1808, p. 362, Art. 95.

Same as above; but no punctuation after "person", or after "minors."

-p. 363, Art. 95.

Same as above.

CN 1804, Art. 1663.

The delay runs against any person, not excepting minors, saving the recourse they may have against any one, if there is occasion therefor.

Le délai court contre toutes personnes, même contre le mineur, sauf, s'il y a lieu, le recours contre qui de droit.

Projet du Gouvernement (1800), Book III, Title XI, Art. 84.

Same as CC 1808, p. 362, Art. 95, above; but comma (,) after "person", and after "minors."

Same as CC 1808, p. 363, Art. 95, above.

ART. 2572. A person, having sold a thing with the power of redemption, may exercise the right against a second purchaser, even in case such right should not have been mentioned in the second sale.

RCC—735, 2012, 2045, 2266, 2452, 2588.

RCC 1870, Art. 2572.

Same as above.

CC 1825, Art. 2550.

(No reference in Projet)

Same as above.

Le vendeur à pacte de rachat peut l'exercer contre un second acquéreur, quand même la faculté de réméré n'aurait pas été déclarée dans le second contrat.

CC 1808, p. 362, Art. 96.

A person having sold a thing with the power of redemption may exercise that right against a second purchaser, even in case such right should not have been mentioned in the second sale.

-p. 363, Art. 96.

Same as above; but comma (,) after "rachat."

CN 1804, Art. 1664.

Same as above.

Le vendeur à pacte de rachat peut exercer son action contre un second acquéreur, quand même la faculté de réméré n'aurait pas été déclarée dans le second contrat.

Projet du Gouvernement (1800), Book III, Title XI, Art. 85.

Same as above.

Same as CC 1808, p. 363, Art. 96, above; but no punctuation after "rachat."

ART. 2573. The person, having purchased an estate under a condition of redemption, is entitled to all the rights possessed by the vendor; he may prescribe against the true owner, as well as against those having claims or mortgages on the thing sold.

RCC—735, 2567, 2575 *et seq.*, 2587, 2588, 2742, 3487, 3493.

RCC 1870, Art. 2573.

(Same as Art. 2573 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2551.

(No reference in Projet)

The person, having purchased an estate under a condition of redemption, is entitled to all the rights possessed by the vendor; he may prescribe against the true proprietor, as well as against those having claims or mortgages on the thing sold.

L'acquéreur à pacte de rachat exerce tous les droits de son vendeur; il peut prescrire, tant contre le véritable maître que contre ceux qui prétendraient des droits ou hypothèques sur la chose vendue.

CC 1808, p. 362, Art. 97.

Same as above; but no punctuation after "person", or after "proprietor"; comma (,) after "vendor"; "entitled" spelled "intitled."

-p. 363, Art. 97.

Same as above; but comma (,) after "rachat."

CN 1804, Art. 1665.

Same as above; RCC 1870 preferred.

Same as above; but no punctuation after "rachat", or after "prescrire."

ART. 2574. He may oppose the plea of discussion to the creditors of his vendor.

RCC—1970 *et seq.*, 2585, 3045 *et seq.*, 3403, 3404.

RCC 1870, Art. 2574.

Same as above.

CC 1825, Art. 2552.

(No reference in Projet)

Same as above.

Il peut opposer le bénéfice de discussion aux créanciers de son vendeur.

CC 1808, p. 362, Art. 98.

Same as above.

-p. 363, Art. 98.

Same as above.

CN 1804, Art. 1666.

Same as above.

Il peut opposer le bénéfice de la discussion aux créanciers de son vendeur.

Projet du Gouvernement (1800), Book III, Title XI, Art. 87.

Same as above.

Same as CC 1808, p. 363, Art. 98, above.

ART. 2575. The fruits are his until the vendor exercises his right of redemption.

RCC—2573, 2576, 2586.

RCC 1870, Art. 2575.

Same as above.

CC 1825, Art. 2553. (Projet, p. 313. Addition adopted; no comment)

Same as above; but comma (,) after “are his.” Il fait les fruits siens, jusqu’au jour où le vendeur exerce son droit de rachat.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2576. He becomes absolute owner of the natural augmentations which the thing receives by accession, and is not bound to to [bound to] restore them.

But if these augmentations are of such a nature that they cannot be separated from the thing sold without injury to it, the person exercising the right of redemption, may insist that they shall be yielded to him for a fair price.

RCC—498 *et seq.*, 504 *et seq.*, 520 *et seq.*, 2573, 2575, 2577, 2587.

RCC 1870, Art. 2576.

Same as above.

CC 1825, Art. 2554. (Projet, p. 313. Addition adopted; no comment)

Same as above; but “bound to to” correctly spelled “bound to”; comma (,) after “augmentations.” Il devient propriétaire absolu des augmentations naturelles que la chose vendue reçoit par accession, et n’est point obligé de les rendre.

Mais si ces augmentations sont de telle nature, qu’elles ne puissent être séparées de la chose vendue sans la détériorer, celui qui exerce le droit de réméré, peut exiger qu’elles lui soient cédées pour un juste prix.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2577. With regard to the augmentations which the purchaser, under a condition of redemption, may have produced at his own expense, he has a right to an indemnity for them, as is hereafter stated or to take them away, if the removal can be effected in such a way that the thing sold shall be placed in its original condition.

RCC—501 *et seq.*, 508, 520 *et seq.*, 2045, 2573, 2576, 2578, 2587, 2597.

RCC 1870, Art. 2577.* (Same as Art. 2577 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2555. (Projet, p. 314. Addition adopted; no comment)

With regard to the augmentations which the purchaser, with benefit of redemption, may have produced at his A l’égard des augmentations que l’acquéreur à pacte de rachat a faites à ses dépens, il a le droit de s’en faire

own expense, he has a right to an indemnity for them, as is hereafter stated, or to take them away, if the removal can be effected in such a way, that the thing sold shall be placed in its original condition.

indemniser, comme il est dit ci-après, ou de les enlever, si cet enlèvement peut se faire de manière à ce que la chose vendue soit remise en son premier état.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

*Official edition reads "Art. 2677."

ART. 2578. The thing sold shall be restored to the seller who exercises the right of redemption, in the state in which it is at the moment. If it has been deteriorated without the fault of the buyer, the loss must be borne by the seller; nor can he, in this case, claim any reduction of the price to be reimbursed. If it has been deteriorated by the fault or neglect of the buyer, though this be but slight, he must make good the loss to the seller.

RCC—1908, 1930, 1934, 2577, 2587, 2588, 2945, 2960, 3167, 3168.

RCC 1870, Art. 2578.

Same as above.

CC 1825, Art. 2556.

(Projet, p. 314. Addition † adopted; no comment)

Same as above; but comma (,) after "restored to the seller", and after "by the seller."

La chose vendue doit être rendue au vendeur qui exerce le r  m  r  , dans l  tat o   elle se trouve. Si elle a   t   d  t  rior  e sans la faute de l  acheteur, la perte doit   tre support  e par le vendeur, sans qu  il puisse exiger qu  il soit fait aucune diminution sur le prix qu  il doit rembourser. Si elle a   t   d  t  rior  e par la faute, m  me l  g  re, de l  acheteur, il doit indemniser le vendeur de cette d  t  rioration.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2579. If the purchaser of an undivided portion of an estate sold with the power of redemption, has become the purchaser of the whole, at an auction ordered in a judicial proceeding against him, he may oblige the vendor to redeem the whole if the latter wishes to avail himself of the redemption.

RCC—1289, 1298, 2108 *et seq.*, 2580 *et seq.*, 2600.

RCC 1870, Art. 2579.

(Same as Art. 2579 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2557.

(No reference in Projet)

If the purchaser of an undivided portion of an inheritance, sold with the power of redemption, has become the purchaser of the whole, on a cant or auction pursued against him, he may oblige the vendor to redeem the whole, if the latter wishes to avail himself of the redemption.

Si l  acqu  reur    pacte de r  m  r   d  une partie indivise d  un h  ritage, s  est rendu adjudicataire du total, sur une licitation provoqu  e contre lui, il peut obliger le vendeur    retirer le tout, lorsque celui-ci veut user du pacte.

CC 1808, p. 362, Art. 99.

Same as above; but no punctuation after "inheritance", or after "of the whole."

-p. 363, Art. 99.

Same as above.

CN 1804, Art. 1667.

Same as above; RCC 1870 preferred.

Si l'acquéreur à pacte de réméré d'une partie indivise d'un héritage, s'est rendu adjudicataire de la totalité sur une licitation provoquée contre lui, il peut obliger le vendeur à retirer le tout lorsque celui-ci veut user du pacte.

Projet du Gouvernement (1800), Book III, Title XI, Art. 88.

Same as above.

Same as CC 1808, p. 363, Art. 99, above.

ART. 2580. If several persons have jointly sold by a single contract a joint estate, each one of them can individually exercise the right of redemption for that share only which belonged to him.

RCC—1289, 1298, 2080, 2108 *et seq.*, 2579, 2581 *et seq.*, 2600.

RCC 1870, Art. 2580.

(Same as Art. 2580 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2558.

(No reference in Projet)

If several persons have jointly sold by a single contract a joint inheritance, each one of them can individually exercise the right of redemption for that share only which belonged to him.

Si plusieurs ont vendu, conjointement et par un seul contrat, un héritage commun entr'eux, chacun ne peut exercer l'action en réméré, que pour la part qu'il y avait.

CC 1808, p. 364, Art. 100.

Same as above; but comma (,) after "redemption."

-p. 365, Art. 100.

Same as above; but no punctuation after "vendu."

CN 1804, Art. 1668.

Same as above; RCC 1870 preferred.

Same as above; but no punctuation after "contrat", or after "réméré."

ART. 2581. The same principle governs when a person, having sold an estate, leaves several coheirs; each of these coheirs can only exercise the right of redemption for the portion of the estate which falls to his share.

RCC—940, 1763, 2008, 2108 *et seq.*, 2579 *et seq.*, 2584, 2600.

RCC 1870, Art. 2581.

(Same as Art. 2581 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2559.

(No reference in Projet)

The same principle governs, when a person having sold an inheritance, leaves several co-heirs; each of these co-heirs can only exercise the right of redemption for the portion of the estate which falls to his share.

Il en est de même, si celui qui a vendu seul un héritage, a laissé plusieurs héritiers.

Chacun de ces héritiers ne peut user de la faculté de rachat, que pour la part pour laquelle il est héritier.

CC 1808, p. 364, Art. 101.

Same as above; but no punctuation after "governs"; comma (,) after "coheirs."

-p. 365, Art. 101.

Same as above; but no punctuation after "héritage."

CN 1804, Art. 1669.

Same as above; RCC 1870 preferred.

Par. 1 same as par. 1, above.

Chacun de ces cohéritiers ne peut user de la faculté de rachat que pour la part qu'il prend dans la succession.

ART. 2582. But in the cases provided for in the two preceding articles, the purchaser may require, if he deem it proper, that all the covendors and coheirs may be made parties to the suit, for the purpose that they may agree together on the redemption of the whole estate; and in case the covendors or coheirs should not agree, the purchaser shall be hence dismissed.

RCC—2008, 2116, 2581, 2583, 2600.

RCC 1870, Art. 2582.

Same as above.

CC 1825, Art. 2560.

Same as above.

(No reference in Projet)

Mais dans le cas des deux articles précédens, l'acquéreur peut exiger, s'il le juge à propos, que tous les co-vendeurs, ou tous les co-héritiers soient mis en cause, afin de se concilier entr'eux, pour la remise [reprise] de l'héritage entier; faute de ce, il sera renvoyé de la demande.

CC 1808, p. 364, Art. 102.

But in the cases provided for in the two preceding articles, the purchaser may require, if he deems it proper, that all the co-venders or co-heirs may be made parties to the suit for the purpose that they may agree together on the redemption of the whole estate, and in case said co-venders or co-heirs should not agree, the purchaser shall be hence dismissed.

-p. 365, Art. 102.

Mais, dans le cas des deux articles précédens, l'acquéreur peut exiger, s'il le juge à propos, que tous les co-vendeurs, ou tous les co-héritiers soient mis en cause, afin de se concilier entre eux, pour la reprise de l'héritage entier; faute de ce, il sera renvoyé de la demande.

CN 1804, Art. 1670.

But in the cases provided for in the two preceding articles, the purchaser may require that all the co-vendors or co-heirs be made parties to the suit, for the purpose that they may agree together on the redemption of the whole estate; and in case they should not agree, the purchaser shall be hence dismissed.

Mais, dans le cas des deux articles précédens, l'acquéreur peut exiger que tous les covendeurs ou tous les cohéritiers soient mis en cause, afin de se concilier entre eux pour la reprise de l'héritage entier; et, s'ils ne se concilient pas, il sera renvoyé de la demande.

Projet du Gouvernement (1800), Book III, Title XI, Art. 91.

Same as CC 1808, p. 364, Art. 102, above.

Same as CC 1808, p. 365, Art. 102, above; but no punctuation after "Mais", after "co-vendeurs", or after "eux."

ART. 2583. If an estate, belonging to several persons, has not been sold by them jointly, and if each coproprietor has only sold individually his share of that estate, they may separately exercise the right of redemption on the respective portions which belonged to each of them; and in that case the purchaser can not compel him, who thus exercises the right of redemption, to redeem the whole estate.

RCC—2579 *et seq.*, 2584.

RCC 1870, Art. 2583.

(Same as Art. 2583 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2561.

(No reference in Projet)

If an estate, belonging to several persons, has not been sold by them jointly, and if each co-partner has only sold individually his share of that estate, they may separately exercise the right of redemption on the respective portions which belonged to each of them; and in that case the purchaser cannot compel him, who thus exercises the right of redemption, to redeem the whole estate.

Si la vente d'un héritage appartenant à plusieurs, n'a pas été faite conjointement et de tout l'héritage ensemble, et que chacun n'ait vendu que la part qu'il y avait, ils peuvent séparément exercer l'action en réméré sur la portion qui leur appartenait.

Et l'acquéreur ne peut forcer celui qui l'exercera de cette manière, à retirer le tout.

CC 1808, p. 364, Art. 103.

If an estate belonging to several persons has not been sold by them jointly, and if each co-parcener has only sold individually his share of said estate, they may separately exercise the right of redemption on the respective portions which belonged to each of them; and in that case the purchaser cannot compel him who thus exercises the right of redemption, to redeem the whole estate.

-p. 365, Art. 103.

Same as above.

CN 1804, Art. 1671.

Same as above.

Si la vente d'un héritage appartenant à plusieurs n'a pas été faite conjointement et de tout l'héritage ensemble, et que chacun n'ait vendu que la part qu'il y avait, ils peuvent exercer séparément l'action en réméré sur la portion qui leur appartenait;

Par. 2 same as par. 2, above.

Projet du Gouvernement (1800), Book III, Title XI, Art. 92.

Same as above.

Same as CC 1808, p. 365, Art. 103, above; but no punctuation after "plusieurs"; semicolon (;) after "appartenait."

ART. 2584. If the purchaser has left several heirs, the right of redemption can only be exercised against them individually, for the portion belonging to each of them respectively, whether the estate has already been divided between them or not. But if a partition has already taken place, by which the thing subject to redemption has fallen to the share of only one of the coheirs, the action of redemption may be brought against this heir for the whole estate.

RCC—1382 *et seq.*, 1425, 1427, 1763, 2008, 2111, 2112, 2581, 2583, 2600.**RCC 1870, Art. 2584.**

Same as above.

CC 1825, Art. 2562.

(No reference in Projet)

Same as above.

Si l'acquéreur a laissé plusieurs héritiers, l'action en réméré ne peut être exercée contre chacun d'eux que pour sa part, dans le cas où elle est encore indivise, et dans celui où la chose vendue a été partagée entr'eux.

Mais s'il y a eu partage de l'hérédité, et que la chose vendue soit échue au lot de l'un des héritiers, l'action en réméré peut être intentée contre lui pour le tout.

CC 1808, p. 364, Art. 104.

If the purchaser has left several heirs, the right of redemption can only be exercised against them individually for the portion belonging to each of them respectively, whether the estate has already been divided between them or not. But if a partition has already taken place by which the thing subject to redemption has fallen to the share of one only of the co-heirs, the action of redemption may be brought against this heir for the whole estate.

-p. 365, Art. 104.

Same as above.

CN 1804, Art. 1672.

Same as above.

Same as above.

ART. 2585. The creditors of the vendor can not make use of the right of redemption, which such vendor may have reserved to himself.

RCC—1991, 1992, 2574.

RCC 1870, Art. 2585.

Same as above.

CC 1825, Art. 2563.

(No reference in *Projet*)

Same as above.

Les créanciers du vendeur ne peuvent user de la faculté de réméré qu'il s'est réservée.

CC 1808, p. 364, Art. 105.

The creditors of the vender cannot make use of the right of redemption which said vender may have reserved to himself.

-p. 365, Art. 105.

Same as above.

CN 1804. No corresponding article.***Projet du Gouvernement (1800)*, Book III, Title XI, Art. 94.**

Same as CC 1808, p. 364, Art. 105, above.

Same as CC 1808, p. 365, Art. 105, above.

ART. 2586. When a vendor exercises the right of redemption, he becomes entitled to all the fruits not yet gathered, from the day in which he has either reimbursed or consigned the money paid by the purchaser, unless the contrary has been stipulated.

RCC—498, 499, 501, 546, 2575.

RCC 1870, Art. 2586.

Same as above.

CC 1825, Art. 2564.

(No reference in *Projet*)

Same as above.

Lorsque le vendeur fait usage de la faculté de réméré, les fruits pendans par les racines lui appartiennent, à compter du jour où il a remboursé ou consigné le prix, s'il n'y a stipulation contraire.

CC 1808, p. 364, Art. 106.

Same as above; but no punctuation after "gathered", or after "purchaser."

-p. 365, Art. 106.

Same as above.

CN 1804. No corresponding article.**Projet du Gouvernement (1800)**, Book III, Title XI, Art. 95.

Same as CC 1808, p. 364, Art. 106, above.

Same as CC 1808, p. 365, Art. 106, above; but no punctuation after "appartiennent."

ART. 2587. The vendor who exercises the right of redemption, is bound to reimburse to the purchaser, not only the purchase money, but also the expenses resulting from necessary repairs, those which have attended the sale, and the price of the improvements which have increased the value of the estate, up to that increased value.

RCC—555, 735, 1268, 1535, 1793, 1965, 2045 *et seq.*, 2506, 2507, 2509, 2567, 2573, 2597, 2598, 2730, 2742, 2789, 2908.

RCC 1870, Art. 2587.

Same as above.

CC 1825, Art. 2565.

(No reference in Projet)

Same as above; but comma (,) after "vendor."

Le vendeur qui use du pacte de rachat, doit rembourser, non seulement le prix principal, mais encore les frais de la vente, les réparations nécessaires, et celles qui ont augmenté la valeur du fonds, jusqu'à concurrence de cette augmentation.

CC 1808, p. 364, Art. 107.

Same as above; but no punctuation after "vender", after "purchaser", after "money", or after "sale."

-p. 365, Art. 107.

Same as above.

CN 1804, Art. 1673, par. 1.

The vendor who exercises the right of redemption, is bound to reimburse not only the purchase money, but also the expenses and lawful costs of the sale, the necessary repairs, and those which have increased the value of the estate, up to that increased value. He may enter into possession only after having satisfied all these obligations.

Le vendeur qui use du pacte de rachat, doit rembourser non-seulement le prix principal, mais encore les frais et loyaux coûts de la vente, les réparations nécessaires, et celles qui ont augmenté la valeur du fonds, jusqu'à concurrence de cette augmentation. Il ne peut entrer en possession qu'après avoir satisfait à toutes ces obligations.

ART. 2588. When a vendor recovers the possession of his inheritance by virtue of the power of redemption, he recovers it free from any mortgages or incumbrances created by the purchaser, provided such possession be recovered within the ten years as provided by article 2568. If after the expiration of these ten years, the vendor recover his estate with the consent of the purchaser, the estate remains liable for every mortgage and incumbrance laid upon it by the purchaser.

RCC—735, 1264, 1535, 2045, 2506, 2568, 2572, 2573, 2578, 3544.

RCC 1870, Art. 2588.

(Same as Art. 2588 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2566.

(No reference in Projet)

When a vendor recovers the possession of his inheritance by virtue of the power of redemption, he recovers it free from any mortgages or incumbrances created by the purchaser, provided such possession be recovered within the ten years as provided by article 2546. If, after the expiration of these ten years, the vendor recover his estate with the consent of the purchaser, the estate remains liable for every mortgage and incumbrance laid upon it by the purchaser.

Lorsque le vendeur rentre dans son héritage par l'effet du pacte de rachat, il le reprend exempt de toutes les charges et hypothèques dont l'acquéreur l'aurait grevé, pourvu que le vendeur y rentre dans les dix années fixées par l'article 2546.

Si le vendeur y rentre après les dix ans, du consentement de l'acquéreur, l'héritage demeure grevé de toutes les charges et hypothèques créées par l'acquéreur.

CC 1808, p. 364, Art. 108.

When a vendor recovers the possession of his inheritance by virtue of the power of redemption, he recovers it free from any mortgages or incumbrances created by the purchaser, *provided* such possession be recovered within the ten years as provided by the 92nd article.—If after the expiration of these ten years the vendor recovers his estate with the consent of the purchaser, the estate remains liable for every mortgage and incumbrance laid upon it by said purchaser.

-p. 365, Art. 108.

Lorsque le vendeur rentre dans son héritage par l'effet du pacte de rachat, il le reprend exempt de toutes les charges et hypothèques dont l'acquéreur l'aurait grevé, *pourvu* que le vendeur y rentre dans les dix années fixés par l'article 92.

Par. 2 same as par. 2, above.

CN 1804, Art. 1673, par. 2.

When a vendor recovers possession of his inheritance by virtue of the power of redemption, he recovers it free from any mortgages or incumbrances created by the purchaser: he is bound to carry out the leases made without fraud by the purchaser.

Lorsque le vendeur rentre dans son héritage par l'effet du pacte de rachat, il le reprend exempt de toutes les charges et hypothèques dont l'acquéreur l'aurait grevé: il est tenu d'exécuter les baux faits sans fraude par l'acquéreur.

Projet du Gouvernement (1800), Book III, Title XI, Art. 97.

When a vendor recovers the possession of his inheritance by virtue of the power of redemption, he recovers it free from any mortgages or incumbrances created by the purchaser, provided such possession be recovered within the ten years as provided by article 81.

Par. 2 same as CC 1808, p. 364, Art. 108, sentence 2, above.

Lorsque le vendeur rentre dans son héritage par l'effet du pacte de rachat, il le reprend exempt de toutes les charges et hypothèques dont l'acquéreur l'aurait grevé, pourvu que le vendeur y rentre dans les dix ans fixés par l'article 81.

Par. 2 same as CC 1808, p. 365, Art. 108, par. 2, above.

Section 2—OF THE RESCISSION OF SALES ON ACCOUNT OF LESION

ART. 2589. If the vendor has been aggrieved for more than half the value of an immovable estate by him sold,* he has the right to demand the rescission of the sale, even in case he had expressly abandoned** the right of claiming such rescission, and declared that he gave to the purchaser the surplus of the thing's value.

RCC—11, 372, 1397, 1398, 1400, 1406, 1411, 1414, 1768, 1819, 1860 *et seq.*, 1869 *et seq.*, 1881, 2222, 2230, 2464, 2521, 2531, 2566, 2590 *et seq.*, 2664 *et seq.*

RCC 1870, Art. 2589.

Same as above.

CC 1825, Art. 2567.

Same as above.

(No reference in Projet)

Si le vendeur a été lésé de plus de moitié dans le prix d'un immeuble,* il a le droit de demander la rescision de la vente, quand bien même il aurait expressément renoncé dans le contrat** à la faculté de demander cette rescision, et qu'il aurait déclaré donner la plus value.

CC 1808, p. 364, Art. 109.

Same as above; but no punctuation after "such rescission."

-p. 365, Art. 109.

Same as above.

CN 1804, Art. 1674.

If the vendor has been aggrieved by more than seven twelfths in the price of an immovable estate, he has the right to demand the rescission of the sale, even if he had expressly abandoned in the contract the right of claiming such rescission, and declared that he gave to the purchaser the surplus of the thing's value.

Si le vendeur a été lésé de plus de sept douzièmes dans le prix d'un immeuble, il a le droit de demander la rescision de la vente, quand même il aurait expressément renoncé dans le contrat à la faculté de demander cette rescision, et qu'il aurait déclaré donner la plus-value.

Projet du Gouvernement (1800), Book III, Title XI, Art. 98.

If the vendor has been aggrieved for more than half the value of an immovable estate, he has the right to demand the rescission of the sale,

Even in case he had expressly abandoned in the contract the right of claiming such rescission,

And declared that he gave to the purchaser the surplus of the thing's value.

Si le vendeur a été lésé de plus de moitié dans le prix d'un immeuble, il a le droit de demander la rescision de la vente,

Quand même il aurait expressément renoncé, dans le contrat, à la faculté de demander cette rescision,

Et qu'il aurait déclaré donner la plus-value.

*"By him sold" has no counterpart in French text.

**English translation of French text incomplete; should include "in the contract."

ART. 2590. To ascertain whether there is a lesion beyond moiety, the immovable must be estimated according to the state in which it was, and the value which it had at the time of the sale.

RCC—1398, 1860, 1870, 1871, 2589, 2591, 2665.

RCC 1870, Art. 2590.

Same as above.

(Same as Art. 2590 of Proposed Revision of 1869)

CC 1825, Art. 2568.

(No reference in Projet)

To ascertain whether there is lesion in more than one half, the immovable must be estimated, according to the state in which it was, and the value which it had, at the time of the sale.

Pour savoir s'il y a lésion d'outre moitié, il faut estimer l'immeuble suivant son état et sa valeur au temps de la vente.

CC 1808, p. 366, Art. 110.

It is well understood that it is necessary, previous to such rescission to determine first, by causing said estate to be appraised according to its condition and value at the time of the sale, whether the vender has been aggrieved or not.

-p. 367, Art. 110.

Same as above.

CN 1804, Art. 1675.

To ascertain whether there is lesion of more than seven twelfths, the immovable must be appraised according to its condition and value at the time of the sale.

Pour savoir s'il y a lésion de plus de sept douzièmes, il faut estimer l'immeuble suivant son état et sa valeur au moment de la vente.

Projet du Gouvernement (1800), Book III, Title XI, Art. 99.

Same as CC 1825, Art. 2568, above.

Same as CC 1808, p. 367, Art. 110, above.

ART. 2591. If it should appear that the immovable estate has been sold for less than one-half its just value, the purchaser may either restore the thing and take back the price which he has paid, or make up the just price and keep the thing. (As amended by Acts 1871, No. 87)

RCC—1860 *et seq.*, 1870, 1877, 1880, 2464, 2589, 2590, 2592.

RCC 1870, Art. 2591.

If it should appear that the immovable estate had been sold for less than one half of its first* value, the purchaser may either restore the thing and take back the price which he has paid, or make up the just price and keep the thing.

CC 1825, Art. 2569.

(No reference in Projet)

If it should appear that the immovable estate has been sold for less than one half of its first* value, the purchaser may either restore the thing and take back the price which he has paid, or make up the just price and keep the thing.

Si l'immeuble se trouve vendu à moins de la moitié du juste* prix, l'acquéreur a le choix, ou de rendre la chose en retirant le prix qu'il en a payé, ou de parfaire le juste prix et de garder la chose.

CC 1808, p. 366, Art. 111.

If it should appear that the immovable estate has been sold for less than one half of its just value, the purchaser may either restore the thing and take back the price which he has paid or make up the just price and keep the thing.

-p. 367, Art. 111.

Same as above; but comma (,) after "rendre la chose."

CN 1804, Art. 1681.

In the case in which the action of rescission is allowed, the purchaser may either restore the thing and take back the price which he has paid, or keep the property and pay the remainder of the just price, under deduction of one-tenth of the total price.

The third possessor has the same right, saving to him his warranty against his vendor.

Dans le cas où l'action en rescision est admise, l'acquéreur a le choix ou de rendre la chose en retirant le prix qu'il en a payé, ou de garder le fonds en payant le supplément du juste prix, sous la déduction du dixième du prix total.

Le tiers possesseur a le même droit, sauf sa garantie contre son vendeur.

Projet du Gouvernement (1800), Book III, Title XI, Art. 100.

Same as CC 1808, p. 366, Art. 111, above.

Same as CC 1808, p. 367, Art. 111, above; but no punctuation after "choix", or after "rendre la chose."

*Note error in English translation of French text; "first" should be "just."

ART. 2592. Should the purchaser prefer to keep the thing by making up the just price, he must pay the interest of the additional price from the day when the rescission was demanded. If he chooses

rather to restore the thing and to receive the purchase money, he shall be liable to restore the fruits of the estate from the day of the demand, but the interest of his money shall also be paid to him from the same time.

RCC—502, 545, 1878, 1880, 1935, 2489, 2553, 2591, 2924.

RCC 1870, Art. 2592.

Same as above.

CC 1825, Art. 2570.

Same as above.

(No reference in Projet)

Si l'acquéreur opte de garder la chose en suppléant le juste prix, il doit l'intérêt du supplément, du jour de la demande en rescision.

S'il préfère la rendre et recevoir le prix, il rend les fruits du jour de la demande, et l'intérêt du prix qu'il a payé lui est aussi compté du jour de la même demande.

CC 1808, p. 366, Art. 112.

Should the purchaser prefer to keep the thing by making up the just price, he must pay the interest of the additional price from the day when the rescission was demanded. If he chooses [chooses] rather to restore the thing and to receive the purchase money, he shall be liable to restore the fruits of the estate from the day of said demand, but the interest of his money shall also be paid to him from the same time.

-p. 367, Art. 112.

Par. 1 same as par. 1, above; but comma (,) after "chose"; no punctuation after "supplément."

S'il préfère de la rendre et de recevoir le prix, il rend les fruits du jour de la demande, et l'intérêt du prix qu'il a payé lui est aussi compté du jour de la même demande.

CN 1804, Art. 1682.

Should the purchaser prefer to keep the thing on furnishing the remainder regulated by the preceding article, he owes interest on the additional price, from the day when the rescission was demanded.

If he chooses rather to restore the thing and to receive the purchase money, he shall be liable to restore the fruits of the estate from the day of the demand.

The interest of his money shall also be paid to him from the same time, or from the day of the payment, if he has not received any fruits.

Si l'acquéreur préfère garder la chose en fournissant le supplément réglé par l'article précédent, il doit l'intérêt du supplément, du jour de la demande en rescision.

S'il préfère la rendre et recevoir le prix, il rend les fruits du jour de la demande.

L'intérêt du prix qu'il a payé, lui est aussi compté du jour de la même demande, ou du jour du paiement, s'il n'a touché aucuns fruits.

Projet du Gouvernement (1800), Book III, Title XI, Art. 101.

Same as CC 1808, p. 366, Art. 112, above.

Same as CC 1808, p. 367, Art. 112, above; but no punctuation after "chose"; semicolon (;) after "la demande."

ART. 2593. The rescission for lesion beyond moiety, can not take place in favor of the purchaser.

RCC—1861, 2589, 2665, 2666.

RCC 1870, Art. 2593.

Same as above.

(Same as Art. 2593 of Proposed Revision of 1869)

CC 1825, Art. 2571.(No reference in *Projet*)

The rescission for having been aggrieved for more than half the value of a thing, cannot take place in favour of the purchaser.

La rescision pour lésion d'outre moitié, n'a pas lieu en faveur de l'acheteur.

CC 1808, p. 366, Art. 113.

Same as above; but no punctuation after "thing."

-p. 367, Art. 113.

Same as above; but no punctuation after "moitié."

CN 1804, Art. 1683.

Rescission for lesion cannot take place in favor of the purchaser.

La rescision pour lésion n'a pas lieu en faveur de l'acheteur.

Projet du Gouvernement (1800), Book III, Title XI, Art. 102.

Same as CC 1808, p. 366, Art. 113, above; RCC 1870 preferred.

Same as CC 1808, p. 367, Art. 113, above.

ART. 2594. Rescission for lesion beyond moiety is not granted against sales of movables and produce, nor when rights to a succession have been sold to a stranger, nor in matter of transfer of credits, nor against sales of immovable property made by virtue of any decree or process of a court of justice.

RCC—1404 *et seq.*, 1862, 1863, 1869, 1877, 2223, 2464, 2566, 2603, 2664 *et seq.*

RCC 1870, Art. 2594.

(Same as Art. 2594 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2572.(No reference in *Projet*)

Rescission for lesion beyond moiety is not granted against sales of moveables, slaves and produce, nor when rights to a succession have been sold to a stranger, nor in matter of transfer of credits, nor against sales of real property made by virtue of any decree or process of a court of justice.

Elle n'a pas lieu:
En vente de meubles, d'esclaves ou de fruits;
Ni en vente d'hérédité ou de droits successifs, faite à un étranger;
Ni en vente de créances;
Ni même en ventes d'immeubles faites par autorité de justice.

CC 1808, p. 366, Art. 114.

Rescission beyond moiety is not granted even to the vender against sales of moveables, slaves and produce, nor when rights to a succession have been sold to a stranger, nor can it be obtained by persons having made assignment to a debt, nor against sales of real property made by virtue of any decree or process of a court of justice.

-p. 367, Art. 114.

Same as above; but comma (,) after "d'esclaves", after "fruits", after "d'hérédité", and after "d'immeubles."

CN 1804, Art. 1684.

It is not granted against any sale which, according to law, may be made only by authority of justice.

Elle n'a pas lieu en toutes ventes qui, d'après la loi, ne peuvent être faites que d'autorité de justice.

Projet du Gouvernement (1800), Book III, Title XI, Art. 103.

It is not granted,
Against sales of movables or of produce,

Nor when rights to a succession have been sold to a stranger,
Nor in sales of credits.

Elle n'a pas lieu,
En vente de meubles ou de fruits,
Ni en vente d'hérédité ou de droits successifs, faite à un étranger,
Ni en vente de créance.

ART. 2595. Actions for rescission [rescission] of sales on account of lesion beyond moiety must be commenced within four years. These four years, with respect to minors, begin only from the day they become of age. With respect to persons of full age, they begin from the day of the sale.

RCC—337, 353, 370, 415, 1413, 1414, 1866, 1867, 1872, 1876, 2221, 2231, 2571, 2596, 3522.

RCC 1870, Art. 2595.

Same as above.

CC 1825, Art. 2573.

(No reference in Projet)

Same as above.

L'action pour se faire restituer pour lésion d'outre moitié, doit être exercée dans les quatre ans;

Les quatre ans courent, relativement aux mineurs, du jour de la majorité;

Et quant aux majeurs, du jour de l'acte de vente.

CC 1808, p. 366, Art. 115.

Actions for the rescission of sales on account of lesion beyond moiety must be commenced in the course of four years.

These four years with respect to minors, begin only from the day they become of age.

With respect to persons of full age, they begin from the day of the sale.

-p. 367, Art. 115.

Pars. 1, 2 same as pars. 1, 2, above; but comma (,) after "restituer."

CN 1804, Art. 1676, pars. 1 and 2.

The demand is not allowed after the expiration of two years counting from the day of the sale.

This delay runs against married women, and against absentees, interdicts, and minors who succeed to the rights of a person of full age who has made the sale.

Et quant aux majeurs, du jour de l'acte [de] vente.

La demande n'est plus recevable après l'expiration de deux années, à compter du jour de la vente.

Ce délai court contre les femmes mariées, et contre les absents, les interdits, et les mineurs venant du chef d'un majeur qui a vendu.

Projet du Gouvernement (1800), Book III, Title XI, Art. 104.

Actions for rescission must be commenced within four years.

Par. 2 same as CC 1808, p. 366, Art. 115, par. 2, above.

And with respect to persons of full age, they begin from the day of the sale.

L'action pour se faire restituer doit être exercée dans les quatre ans.

Pars. 2, 3 same as CC 1825, Art. 2573, pars. 2, 3, above.

ART. 2596. This delay runs with and is not suspended by that granted for redemption.

RCC—2221, 2567, 2571, 2595, 3522.

RCC 1870, Art. 2596.

Same as above.

CC 1825, Art. 2574.

(No reference in Projet)

Same as above.

Le délai court et n'est pas suspendu pendant la durée du terme stipulé pour le pacte de rachat.

CC 1808, p. 366, Art. 116.

Same as above.

-p. 367, Art. 116.

Same as above; but comma (,) after "court."

CN 1804, Art. 1676, par. 3.

Same as above.

Ce délai court aussi et n'est pas suspendu pendant la durée du temps stipulé pour le pacte de rachat.

Projet du Gouvernement (1800), Book III, Title XI, Art. 105.

Same as above.

Same as CC 1808, p. 367, Art. 116, above; but no punctuation after "court."

ART. 2597. The seller who demands the rescission on account of lesion beyond moiety, must resume the possession of the thing, in the state in which it is.

The buyer, in this case, is not bound for the injury sustained through his fault before the demand. He is only bound to make reimbursement for such injuries as he has turned to his own profit.

RCC—1259, 1260, 1878 *et seq.*, 2504 *et seq.*, 2508, 2577, 2578, 2587, 2598, 2599, 3167.

RCC 1870, Art. 2597.

(Same as Art. 2597 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2575.

(Projet, p. 314. Addition amended in English text and adopted; no comment)

The seller who demands the rescission on account of lesion beyond the moiety, must resume the possession of the thing, in the state in which it is.

Le vendeur, qui demande la rescission pour cause de lésion d'outre moitié, doit reprendre la chose dans l'état où elle se trouve.

Par. 2 same as par. 2, above.

L'acquéreur en ce cas n'est pas tenu de la détérioration, qui serait arrivée par sa faute, avant la demande. Il ne doit que le remboursement des dégradations dont il a fait son profit.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2598. The buyer is entitled to repayment for ameliorations which he has effected, although they be merely for pleasure and convenience.

RCC—594, 1258, 1259, 1878, 1965, 2314, 2504 *et seq.*, 2509, 2510, 2587, 2597, 2908, 3167.

RCC 1870, Art. 2598.

Same as above.

CC 1825, Art. 2576.

(Projet, p. 314. Addition adopted; no comment)

Same as above.

Les améliorations faites par l'acquéreur, même celles de pur agrément, doivent lui être remboursées.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2599. He may remain in possession of the thing sold until the seller has restored the price which he paid, together with his expenses.

RCC—1878, 2314, 2597, 2956, 3164.

RCC 1870, Art. 2599.

Same as above.

CC 1825, Art. 2577. (Projet, p. 314. Addition adopted; no comment)
 Same as above; but comma (,) after “sold.”

Il a le droit de rester en possession de la chose vendue, jusqu'à ce que le vendeur lui ait rendu le prix qu'il a payé, et remboursé ses impenses.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2600. The provisions contained in the preceding section relative to the case where several coproprietors have sold a thing, either jointly or separately,* and to that where the vendor, or the buyer, has left several heirs, must likewise be applied to the exercise of the action of rescission for lesion beyond moiety.

RCC—2080, 2108, 2111, 2112, 2579 *et seq.*, 2584.

RCC 1870, Art. 2600. (Same as Art. 2600 of Proposed Revision of 1869)
 Same as above.

CC 1825, Art. 2578. (No reference in Projet)

The provisions, contained in the preceding section, relative to the case where several co-partners have sold a thing, either jointly or separately,* and to that where the vendor** has left several heirs, must likewise be applied to the exercise of the action of rescission.

Les règles expliquées dans la section précédente [précédente], pour les cas où plusieurs ont vendu conjointement,* et pour celui où le vendeur, ou l'acheteur,** ont [a] laissé plusieurs héritiers, sont pareillement observées pour l'exercice de l'action en rescision.

CC 1808, p. 366, Art. 117.

The provisions contained in the preceding section, relative to the case where several co-parceners have sold a thing either jointly or separately and to that where the vender** has left several heirs, must likewise be applied to the exercise of the action of rescission.

-p. 367, Art. 117.

Les règles expliquées dans la section précédente, pour les cas où plusieurs ont vendu conjointement ou séparément;

Et pour celui où le vendeur, ou l'acheteur,** ont [a] laissé plusieurs héritiers;

Sont pareillement observées pour l'exercice de l'action en rescision.

CN 1804, Art. 1685.

The provisions contained in the preceding section relative to the case where several coproprietors have sold a thing, either jointly or separately, and to that where the vendor, or the buyer, has left several heirs, must likewise be applied to the exercise of the action of rescission for lesion.

Les règles expliquées dans la section précédente pour les cas où plusieurs ont vendu conjointement ou séparément, et pour celui où le vendeur ou l'acheteur a laissé plusieurs héritiers, sont pareillement observées pour l'exercice de l'action en rescision.

Projet du Gouvernement (1800), Book III, Title XI, Art. 106.

Same as RCC 1870, Art. 2600, above.

Same as CC 1808, p. 367, Art. 117, above; but no punctuation after “précédente”; comma (,) after “séparément”, and after “héritiers.”

*Note error in English translation of French text; “either jointly or separately” should be “jointly.”

**English translation of French text incomplete; should include “or the buyer.”

Chapter 9—OF SALES BY AUCTION, OR PUBLIC SALES*

*See general comment by redactors, Projet, p. 316.

ART. 2601. The sale by auction is that which takes place when the thing is offered publicly to be sold to whoever will give the highest price.

RCC—341, 563, 1051, 1167 *et seq.*, 1339, 1869, 2361, 2602, 2617, 3543. Acts 1932, No. 209; 1938, No. 75; 1938, No. 290.

RCC 1870, Art. 2601.

Same as above.

CC 1825, Art. 2579.

Same as above.

(Projet, p. 314. Addition adopted; no comment)

La vente à l'enchère est celle qui a lieu, lorsque la chose est offerte publiquement pour être vendue à celui qui en donnera le plus haut prix.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2602. This sale is either voluntary or forced: voluntary when the owner himself offers his property for sale in this manner; forced, when the law prescribes this mode of sale for certain property, such as that of minors.

RCC—341, 415, 2601. Acts 1926, No. 319; 1932, No. 209.

RCC 1870, Art. 2602.

Same as above.

CC 1825, Art. 2580.

Same as above; but comma (,) after "forced: voluntary."

(Projet, p. 314. Addition † adopted; no comment)

Cette vente est volontaire ou forcée: Volontaire, lorsque c'est le propriétaire lui-même qui offre son bien pour être vendu de cette manière;

Forcée, lorsque la loi prescrit ce mode de vente pour certains biens, tels que ceux des mineurs.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2603. The sale by auction, as it is made by officers of justice, is treated of separately, under the chapter on *judicial sales*.

RCC—2594, 2616, 2617, 2618 *et seq.*, 2622 *et seq.* Acts 1926, No. 173; 1932, No. 209. RS—3396, 3397.

RCC 1870, Art. 2603.

Same as above.

(Same as Art. 2603 of Proposed Revision of 1869)

CC 1825, Art. 2581.

The sale by auction, as it is made by officers of justice, is treated of separately, under the title of *judicial sale*.

(Projet, p. 314. Addition adopted; no comment)

La vente à l'enchère, qui se fait par les officiers de justice, est traitée séparément sous le titre de vente judiciaire.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2604. The sale by auction, whether made at the will of the seller, or by direction of the law, is subjected to the rules hereafter mentioned.

RCC—2605 *et seq.*

RCC 1870, Art. 2604.

Same as above.

CC 1825, Art. 2582.

Same as above.

(Projet, p. 315. Addition adopted; no comment)

La vente à l'enchère, soit qu'elle ait lieu par la volonté du vendeur, soit qu'elle se fasse parceque la loi le prescrit ainsi, est soumise aux règles particulières expliquées ci-après.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2605. It can not be made directly by the seller himself, but must be made through the ministry of a public officer, appointed for that purpose.

RCC—2604, 2606, 2618, 2622. Acts 1926, No. 173; 1932, No. 209. RS—3396, 3397.

RCC 1870, Art. 2605.

Same as above.

CC 1825, Art. 2583.

Same as above.

(Projet, p. 315. Addition ‡ adopted; no comment)

Elle ne peut être faite directement par le vendeur lui-même; mais elle a lieu par le ministère d'un officier public, autorisé à cet effet.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2606. This officer, after having received in writing, from the seller, the conditions of the sale, must proclaim them, in a loud and audible voice,* and afterwards propose that a bid shall be made for the property thus offered.

RCC—2605, 2607. CP—677 *et seq.* Acts 1910, No. 69. RS—2404.

RCC 1870, Art. 2606.

Same as above.

CC 1825, Art. 2584.

Same as above.

(Projet, p. 315. Addition adopted; no comment)

Cet officier, après avoir reçu, par écrit, du vendeur, les conditions de la vente, doit les proclamer à haute et intelligible voix, à toutes les personnes présentes,* et proposer ensuite qu'on mette à prix la chose ainsi exposée.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

*English translation of French text incomplete; should include "to all the persons present."

ART. 2607. When the highest price offered has been cried long enough to make it probable that no higher will be offered, he who has made the offer is publicly declared to be the purchaser, and the thing sold is adjudicated to him.

RCC—2606, 2608. CP—678 *et seq.* Acts 1910, No. 69. RS—169, 3393, 3395.

RCC 1870, Art. 2607.

Same as above.

CC 1825, Art. 2585. (Projet, p. 315. Addition adopted; no comment)

Same as above; but comma (,) after “offer.”

Lorsque le plus haut prix offert a été crié assez longtemps pour faire croire qu'il n'en sera point offert un plus haut, celui qui en a fait l'offre, est déclaré publiquement être l'adjudicataire de la chose criée.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2608. This adjudication is the completion of the sale; the purchaser becomes the owner of the article adjudged, and the contract is, from that time, subjected to the same rules which govern the ordinary contract of sale.

RCC—2607, 2609 *et seq.*, 2615, 2620, 2623. CP—690, 695. RS—3395.

RCC 1870, Art. 2608.

Same as above.

CC 1825, Art. 2586. (Projet, p. 315. Addition adopted; no comment)

This adjudication is the completion of the sale; the purchaser becomes the owner of the object adjudged, and the contract is, from that time, subjected to the same rules which govern the ordinary contract of sale.

Cette adjudication est le complément de la vente; l'adjudicataire devient propriétaire de l'objet adjudgé, et le contrat est dès-lors soumis à toutes les règles auxquelles le contrat de vente ordinaire est assujéti.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2609. If the adjudication be made on condition that the price shall be paid in cash, the auctioneer may require the price immediately, before delivering possession of the thing sold.

RCC—2608, 2610, 2611. CP—689.

RCC 1870, Art. 2609.

Same as above.

CC 1825, Art. 2587. (Projet, p. 315. Addition adopted; no comment)

Same as above.

Si l'adjudication est faite à condition que le prix sera payé comptant, ce prix peut être exigé de suite par l'encanteur, avant de donner livraison de la chose vendue.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2610. If the object adjudged is an immovable for which the law requires that the act of sale shall be passed in writing, the purchaser may retain the price, and the seller the possession of the thing, until the act be passed.

This act ought to be passed within twenty-four hours after the adjudication, if one of the parties require it; he who occasions a further delay is responsible to the other in damages.

RCC—1934, 1935, 2565, 2608, 2609, 2611. CP—691 *et seq.* Acts 1908, No. 316.

RCC 1870, Art. 2610.

(Same as Art. 2610 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2588.

(Projet, p. 315. Addition † adopted; no comment)

If the object adjudged is an immovable or a slave, for which the law requires that the act of sale shall be passed in writing, the purchaser may retain the price, and the seller the possession of the thing, until the act be passed.

Par. 2 same as par. 2, above; but colon (:) after "it"; comma (,) after "delay."

Si l'objet adjugé est un immeuble ou un esclave, pour lesquels la loi requiert que l'acte de vente soit passé par écrit, l'adjudicataire peut retenir le prix, et le vendeur conserver la possession de la chose vendue, jusqu'à ce que l'acte soit passé.

Cet acte doit être passé dans les vingt-quatre heures après l'adjudication, si l'une des parties l'exige; celle qui y apporte du retard est responsable envers l'autre, de tous dommages-intérêts.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2611. In all cases of sale by auction, whether of movables or immovables, if the person to whom adjudication is made, does not pay the price at the time required, agreeably to the two preceding articles, the seller at the end of ten days, and after the customary notices, may again expose to public sale the thing sold, as if the first adjudication had never been made; and if at the second crying, the thing is adjudged for a smaller price than that which had been offered by the person to whom the first adjudication was made, the latter remains a debtor to the vendor, for the deficiency and for all the expenses incurred subsequent to the first sale. But if a higher price is offered for the thing than that for which it was first adjudged, the first purchaser has no claim for the excess.

RCC—2608 *et seq.*, 2612. CP—689 *et seq.*

RCC 1870, Art. 2611.

(Same as Art. 2611 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2589.

(Projet, p. 315. Addition adopted; no comment)

In all cases of sale by auction, whether of moveables, or of slaves or immovables, if the person to whom adjudication is made, does not pay the price at the time required, agreeably to the two preceding articles, the seller at the end of ten days, and after the customary notices, may again expose to public sale the thing sold, as if the first adjudication had never been made; and

Dans tous les cas de vente à l'enchère, soit de biens-meubles, soit d'esclaves ou de biens-immeubles, si l'adjudicataire ne paye pas le prix, dès qu'il y est obligé, conformément aux deux articles précédents, le vendeur peut, au bout de dix jours, et après les publications d'usage, remettre en vente publique la chose qui avait été adjugée, et la faire crier de nouveau, à la folle

if at the second crying, the thing is adjudged for a smaller price than that which had been offered by the person to whom the first adjudication was made, the latter remains a debtor to the vendor, for the deficiency, and for all the expenses incurred subsequent to the first sale. But if a higher price is offered for the thing, than that for which it was first adjudged, the first purchaser has no claim for the excess.

enchère du premier adjudicataire, comme si cette adjudication n'avait pas eu lieu. Si la chose ainsi exposée est adjugée à un moindre prix que celui qui avait été offert par le premier adjudicataire, celui-ci demeure débiteur du déficit envers le vendeur, et est tenu de tous les frais faits depuis cette première adjudication. Mais s'il est offert pour la chose un plus haut prix que celui pour lequel elle avait été adjugée la première fois, le premier adjudicataire ne peut rien prétendre de cet excédent.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2612. At this second crying, the first purchaser can not be allowed to bid, either directly or through the intervention of another person.

RCC—2611. CP—688. Acts 1908, No. 316, §3.

RCC 1870, Art. 2612.

Same as above.

CC 1825, Art. 2590.

(Projet, p. 316. Addition adopted; no comment)

Same as above.

A cette seconde criée le premier adjudicataire ne peut être reçu à enchérir, ni par lui-même, ni par personne interposée.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2613. When a thing is exposed to public sale, with notice that the buyer shall give indorsed notes for the price, he is bound, immediately after the sale, if required, to acquaint the auctioneer or the seller with the name of the person whom he offers for indorser, and if this indorser does not suit the seller, or in his absence the auctioneer, the adjudication is considered as not having been made.

RCC—2614. CP—705.

RCC 1870, Art. 2613.

Same as above.

CC 1825, Art. 2591.

(Projet, p. 316. Addition adopted; no comment)

Same as above; but comma (,) after "seller, or."

Lorsqu'une chose est exposée en vente publique, avec avertissement que l'adjudicataire fournira pour le prix des billets endossés, il doit aussitôt après l'adjudication, déclarer à l'encanteur ou au vendeur, s'il en est requis, le nom de celui qu'il offre pour endosseur; et si cet endosseur ne convient point au vendeur, ou à l'encanteur, en l'absence du vendeur, l'adjudication sera considérée comme non avenue.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2614. The refusal by the seller to receive the indorser whom the purchaser offers, renders him responsible in damages to the latter, if it be proved that the indorser proposed is good and solvent.

RCC—1934, 2613.

RCC 1870, Art. 2614.

Same as above.

CC 1825, Art. 2592.

Same as above.

(Projet, p. 316. Addition adopted; no comment)

Le refus que fait le vendeur de recevoir l'endosseur que l'adjudicataire lui offre, le rend responsable envers celui-ci de tous dommages et intérêts, dans le cas où il serait prouvé que l'endosseur offert est bon et solvable.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2615. The adjudication can only be made to a bidder present, or properly represented. The person who bids in the name of another, without sufficient authority to bind him, is considered as having bought on his own account, and is answerable for all the consequences of the adjudication.

RCC—2608, 3010, 3013.

RCC 1870, Art. 2615.

Same as above.

CC 1825, Art. 2593.

Same as above.

(Projet, p. 316. Addition † adopted; no comment)

L'adjudication ne peut être faite qu'à un enchérisseur présent ou valablement représenté; celui qui a enchéri au nom d'un autre, sans autorisation suffisante pour l'obliger, est considéré comme ayant acheté pour son propre compte, et est tenu de toutes les conséquences de l'adjudication.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Chapter 10—OF JUDICIAL SALES

ART. 2616. Sales which are made by authority of law are of two kinds:

1. Those which take place when the property of a debtor has been seized by order of a court, to be sold for the purpose of paying the creditor.

2. Those which are ordered in matters of succession or partition.

RCC—1294, 1323 *et seq.*, 1869, 2603, 2617 *et seq.*, 2622 *et seq.*, 3543. RS—3390 *et seq.*

RCC 1870, Art. 2616.

Same as above.

CC 1825, Art. 2594. (Projet, p. 316. Addition adopted; no comment)
 Same as above; but comma (,) after "law"; semicolon (;) after "creditor."

Les ventes qui se font par autorité de justice, sont de deux sortes:

1. Celles qui ont lieu, lorsque le bien d'un débiteur a été saisi par ordre du juge, pour être vendu, à l'effet de payer le créancier;

2. Celles qui sont ordonnées en matière de succession ou de partage.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2617. Judicial sales are subject to the rules laid down above for public sales in general, in all such things as are not contrary to the formalities expressly prescribed for such sales, and with the modifications contained hereafter.

RCC—1869, 2265, 2447, 2601 *et seq.*, 2616, 2618 *et seq.*, 2622 *et seq.*, 3543. CP—655, 663, 664, 667, 670 *et seq.*, 704 *et seq.* Acts 1910, No. 69; 1910, No. 163; 1926, No. 8. RS—2665, 3188, 3189.

RCC 1870, Art. 2617.

Same as above.

CC 1825, Art. 2595. (Projet, p. 316. Addition adopted; no comment)
 Same as above.

Les ventes judiciaires sont sujettes aux règles établies ci-dessus pour les ventes publiques en général, en tout ce qui n'est pas contraire aux formalités particulièrement prescrites pour ces sortes de ventes, et en outre sauf les modifications ci-après.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Section 1—OF SALES ON SEIZURE OR EXECUTION

ART. 2618. The sale on seizure is made at public auction by the sheriff or other officer charged with the execution of the judgment.

RCC—1869, 2603, 2605, 2616, 2617, 2817, 3240, 3398, 3508, 3543. CP—663, 664. Acts 1926, No. 173. RS—3397.

RCC 1870, Art. 2618.

Same as above.

CC 1825, Art. 2596. (Projet, p. 316. Addition adopted; no comment)
 Same as above.

La vente sur saisie se fait à l'enchère publique par le shérif ou autre officier chargé de l'exécution du jugement.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2619. Whatever may be the vices of the thing sold on execution, they do not give rise to the redhibitory action; but the sale may be set aside in the case of fraud, and declared null in cases of nullity.

RCC—1842, 1847, 1881, 2221 *et seq.*, 2537.

RCC 1870, Art. 2619.

Same as above.

CC 1825, Art. 2597.

Same as above.

(Projet, p. 317. Addition adopted; no comment)

Quels que soient les vices de la chose vendue sur saisie, ils ne donnent point lieu à l'action rédhibitoire; mais la vente peut être résolue dans les cas de fraude, et déclarée nulle dans les cas de nullité.

CC 1808. No corresponding article.**CN 1804.** No corresponding article.

ART. 2620. This sale on execution transfers the property of the thing to the purchaser as completely as if the owner had sold it himself; but it transfers only the rights of the debtor such as they are.

RCC—2479, 2608, 2616, 2623, 3508. CP—690, 694.

RCC 1870, Art. 2620.

Same as above.

(Same as Art. 2620 of Proposed Revision of 1869)

CC 1825, Art. 2598.

The sale on execution transfers the property of the thing to the purchaser as completely as if the owner had sold it himself; but it transfers only the rights of the debtor such as they are.

(Projet, p. 317. Addition amended and adopted; no comment)

La vente sur saisie transfère la propriété de la chose à l'adjudicataire aussi complètement que si le propriétaire l'eût aliénée lui-même; mais elle ne transfère que les droits du débiteur saisi, tels qu'ils peuvent être.

CC 1808. No corresponding article.**CN 1804.** No corresponding article.

ART. 2621. The purchaser evicted from property purchased under execution shall have his recourse for reimbursement against the debtor and creditor; but, upon the judgment obtained jointly* for that purpose, the purchaser shall first take execution against the debtor, and upon the return of such execution no property found, then he shall be at liberty to take out execution against the creditor.

RCC—2085, 2500 *et seq.* CP—683, 710 *et seq.***RCC 1870, Art. 2621.**

Same as above.

CC 1825, Art. 2599.

Same as above; but comma (,) after "under execution."

(Projet, p. 317. Addition amended and adopted; no comment)

L'acheteur évincé d'une propriété acquise en vertu d'une exécution, a son recours pour son remboursement contre le débiteur et le créancier; mais après avoir obtenu jugement conjointement contre les deux* à cet effet, l'acheteur devra d'abord prendre exécution contre le débiteur, et si par le retour de cette exécution il ne se trouve point de propriétés, il pourra prendre exécution contre le créancier.

CC 1808. No corresponding article.**CN 1804.** No corresponding article.

*English translation of French text incomplete; should include "against both."

Section 2—OF THE JUDICIAL SALE OF THE PROPERTY OF SUCCESSIONS

ART. 2622. The judicial sale of succession property is ordered by the judge of the court to which this jurisdiction is specially confided.

Representatives of successions shall have the right to cause sales of the property administered by them to be made either by the sheriff or an auctioneer, or to make it themselves, but in the event of making the sales themselves, they shall receive no commission therefor.

RCC—929, 1022 *et seq.*, 1051, 1062, 1064 *et seq.*, 1137, 1163 *et seq.*, 1171, 1869, 2603, 2605, 2616, 2617, 3398. CP—164, 929, 990, 1022 *et seq.* Acts 1877, No. 47; 1888, No. 109; 1890, No. 21 (as am. by 1918, No. 246); 1926, No. 173. RS—3397.

RCC 1870, Art. 2622. (Same as Art. 2622 of Proposed Revision of 1869; Same as above. par. 1 in conformity with Acts 1830, p. 64, and Acts 1847, No. 96; par. 2 same as Acts 1855, No. 90, §6 [RS §§1109, 1467])

CC 1825, Art. 2600. (Projet, p. 317. * Addition amended and adopted; no comment)

The judicial sale of succession property is made by the judge or clerk of court to which this jurisdiction is specially confided. La vente judiciaire des biens de succession se fait par le juge ou le greffier de la cour à laquelle cette juridiction est spécialement attribuée.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2623. The adjudication made and recorded by the sheriff, auctioneer or representative of the succession, is a complete title to the purchaser, and needs not be followed by an act passed before a notary.

RCC—2608, 2620. CP—690, 695.

RCC 1870, Art. 2623. (Same as Art. 2623 of Proposed Revision of 1869) Same as above.

CC 1825, Art. 2601. (Projet, p. 317. Addition amended and adopted; no comment)

The adjudication made and recorded by the judge or clerk of the court, is a complete title to the purchaser, and needs not be followed by an act passed before a notary. L'adjudication faite et enregistrée par le juge ou le greffier de cette cour, est un titre complet pour l'adjudicataire, et n'a pas besoin d'être suivi d'un acte passé par devant notaire.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2624. All the warranties to which private sales are subject exist against the heir in judicial sales of the property of successions.

RCC—2475, 2476, 2501 *et seq.*, 2520 *et seq.*, 2537, 2682.

RCC 1870, Art. 2624. Same as above.

CC 1825, Art. 2602. (Projet, p. 317. Addition ‡ adopted; no comment)
 Same as above; but comma (,) after “subject.” Toutes les garanties auxquelles sont sujettes les ventes particulières, ont lieu contre les héritiers dans les ventes judiciaires des biens de successions.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2625. Heirs may purchase the property of the succession to the amount of their proportion, and are not obliged to pay the purchase money, until a liquidation is had, by which it is ascertained what balance there is in their favor or against them.

RCC—1343, 1344.

RCC 1870, Art. 2625.

Same as above.

CC 1825, Art. 2603. (Projet, p. 317. Addition ‡ adopted; no comment)
 Same as above.

Les héritiers, jusqu'au montant des parts qui leur reviennent, peuvent se faire adjuger des biens de la succession, sans être tenus d'en payer le prix, jusqu'à ce qu'il soit fait une liquidation par laquelle on connaisse la balance qui résulte pour ou contr'eux.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

Chapter 11—OF THE COMPULSORY TRANSFER OF PROPERTY

ART. 2626. The first law of society being that the general interest shall be preferred to that of individuals, every individual who possesses under the protection of the laws, any particular property, is tacitly subjected to the obligation of yielding it to the community, wherever it becomes necessary for the general use.

RCC—497, 1781, 2014, 2627 *et seq.*, 2640. Acts 1871, No. 18; 1880, No. 124; 1886, No. 117; 1890, No. 132; 1892, No. 12; 1896, No. 96; 1902, No. 227; 1906, No. 39; 1906, No. 208; 1908, No. 80; 1908, No. 101; 1910, No. 123; 1916, No. 39; 1916, No. 181; 1916, No. 268; 1917, E.S., No. 16; 1917, E.S., No. 39; 1924, No. 110; 1926, No. 156; 1928, No. 176. RS—1480 *et seq.* Const. 1921, I, 2; IV, 15.

RCC 1870, Art. 2626.

Same as above.

CC 1825, Art. 2604. (Projet, p. 317. Addition adopted; no comment)

Same as above; but comma (,) after “individual”, and after “possesses”; “general” spelled “geneneral.” La première loi des sociétés étant que l'intérêt commun soit toujours préféré à l'intérêt particulier, tout individu qui possède, sous la protection des lois, une propriété particulière, est tacitement soumis à l'obligation de la céder à la communauté, dans le cas où elle deviendrait nécessaire à l'usage commun.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2627. If the owner of a thing necessary for the general use, refuses to yield it, or demands an exorbitant price, he may be divested of the property by the authority of law.

RCC—2626, 2628.

RCC 1870, Art. 2627. (Same as Art. 2627 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2605. (Projet, p. 317. Addition † adopted; no comment)
If the proprietor of a thing necessary for the general use, refuses to yield it, or demands an exorbitant price, he may be divested of the property by the authority of law. Si le propriétaire d'une chose devenue nécessaire à l'usage commun, refuse de la céder, ou en demande un prix exorbitant, il peut en être exproprié par autorité de justice.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2628. In all cases, a fair price should be given to the owner for the thing of which he is dispossessed.

RCC—497, 2627. Acts 1916, No. 165.

RCC 1870, Art. 2628.
Same as above.

CC 1825, Art. 2606. (Projet, p. 318. Addition adopted; no comment)
Same as above. Il est dû, dans tous les cas, au propriétaire un juste prix de l'objet dont on l'exproprie.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2629. This price ought to be paid to the owner before the expropriation, that is to say, before he has delivered the possession, or it has been finally taken from him, in case of resistance.

RCC—497, 2641. Const. 1921, I, 2; IV, 15.

RCC 1870, Art. 2629. (Same as Art. 2629 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2607. (Projet, p. 318. Addition adopted; no comment)
This price ought to be paid to him before the expropriation, that is to say, before he has delivered the possession, or it has been finally taken from him, in case of resistance. Ce juste prix doit lui être payé avant l'expropriation, c'est-à-dire, avant qu'il ait livré la possession, ou qu'elle lui ait été ôtée par force, s'il résiste.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2630. Whenever any corporation, constituted under the laws of this State, for the construction of a railroad, plankroad, turnpike road, a canal for navigation, or for the purpose of transmitting intelligence by magnetic telegraph, can not agree with the owner of any land which may be wanted for its purchase, it shall be lawful for such corporation to apply by petition to the judge of the district court in which such land may be situated, or if it extends into two districts,

to the judge of the district in which the owner thereof resides, and if the owner does not reside in either district, then to the judge of either district, describing the lands necessary for their purposes, with a plan of the same, and a statement of the improvements thereon, if any, and the name of the owner thereof, if known and present in the State, with a prayer that the land be adjudged to such corporation upon the payment to the owner of all such damages as he may sustain in consequence of the expropriation of his land for such public work. All claims for land, or damages to the owner caused by its expropriation for the construction of any public works, shall be barred by two years' prescription, which shall commence to run from the date at which the land was actually occupied and used for the construction of the works.

RCC—2626, 2631 *et seq.*, 2640, 2641. Acts 1880, No. 124; 1886, No. 117 (as am. by 1896, No. 96; 1902, No. 227; 1906, No. 208; 1910, No. 123; 1928, No. 176; 1936, No. 12); 1890, No. 132; 1900, No. 111; 1902, No. 73; 1906, No. 39; 1908, No. 80; 1916, No. 268; 1921, E.S., No. 95, §27 (as am. by 1930, E.S., No. 9, §1); 1926, No. 156.

RCC 1870, Art. 2630.

Same as above.

(Same as Art. 2630 of Proposed Revision of 1869; similar to Acts 1852, No. 119, §1; same as Acts 1853, No. 174, §1, and Acts 1855, No. 38, §1 [RS §§698, 1479])

CC 1825. No corresponding article.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2631. On the presentation of such petition to the judge, it shall be his duty to indorse thereon an order directing the clerk of the court to give notice to the owner according to law. The clerk shall thereupon issue a copy of the petition and order, together with a notice of the time at which a jury will be impaneled [impaneled] to assess the value of the land described in the petition, to the sheriff, who shall make service and return therefor as in ordinary cases.

RCC—2630, 2632, 2635.

RCC 1870, Art. 2631.

Same as above.

(Same as Art. 2631 of Proposed Revision of 1869; similar to Acts 1852, No. 119, §2; same as Acts 1855, No. 38, §2 [RS §§699, 1480])

CC 1825. No corresponding article.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2632. Immediately after the order shall have been made by the Judge, it shall be the duty of the Clerk and Sheriff to make a list of fifty freeholders, residents of the parish in which the land lies, and not interested in the issue to be tried, from which list thirty-six freeholders shall be drawn and summoned to attend on the day fixed in the order of court, provided that the summons shall be served on the freeholders not less than five calendar days, prior to the date fixed for attendance. And from the thirty-six freeholders so summoned, a jury of twelve shall be empaneled, which shall, by a verdict in which at least three-fourths of their number shall concur, determine, after

hearing the parties and their evidence, what is the value of the land described in the petition with its improvements, and what damages, if any, the owner would sustain, in addition to the loss of the land, by its expropriation. If, for any reason, a jury cannot be empaneled from the thirty-six freeholders whose names are drawn as above set forth, then, from the remaining fourteen freeholders, the court shall have the right to summon as many additional freeholders as the court may deem necessary to complete the empanelling of the jury. In empanelling the jury, either party may challenge for cause and each party shall be entitled to the same number of peremptory challenges as is allowed by law in the trial of ordinary civil suits. (As amended by Acts 1940, No. 187)

RCC—2631, 2633, 2636, 2637. CP—511. Acts 1908, No. 101. Const. 1921, VII, 41, 44.

Art. 2632.

Immediately after the order shall have been made by the judge, it shall be the duty of the clerk and sheriff to make a list of forty-eight freeholders, residents of the parish in which the land lies, and not interested in the issue to be tried; from which list twenty-four shall be drawn and summoned to attend on the tenth day after the date of the summons, or, if that day be one of public rest, on the eleventh day after said date, and from the twenty-four freeholders, a jury shall be empaneled, which shall, by a verdict in which at least three-fourths of their number shall concur, determine, after hearing the parties and their evidence, what is the value of the land described in the petition with its improvements, and what damages, if any, the owner would sustain, in addition to the loss of the land, by its expropriation. In empanelling the jury, either party may challenge for cause and each party shall be entitled to the same number of peremptory challenges as is allowed by law in the trial of ordinary civil suits. (As amended by Acts 1936, No. 276)

RCC 1870, Art. 2632.

(Same as Art. 2632 of Proposed Revision of 1869; same as Acts 1852, No. 119, §3, and Acts 1855, No. 38, §3 [RS §§700, 1481])

Immediately after the order shall have been made by the judge, it shall be the duty of the clerk and sheriff to make a list of forty-eight freeholders, residents of the parish in which the land lies, and not interested in the issue to be tried; from which list twenty-four shall be drawn and summoned to attend, on the tenth day after the date of the summons, or if that day be one of public rest, on the eleventh day after the date, and from the twenty-four freeholders, a jury shall be impaneled [impaneled], which shall, by a verdict in which at least three-fourths of their number shall concur, determine, after hearing the parties and their evidence, what is the value of the land described in the petition with its improvements, and what damages, if any, the owner would sustain in addition to the loss of the land by its expropriation. In impaneling [impaneling] the jury, either party may challenge for cause, but no peremptory challenge shall be allowed.

CC 1825, Art. 2608.

(Projet, p. 318. Addition † adopted; no comment)

For the purpose of ascertaining this fair price, the judge, within whose jurisdiction the property to be taken for the common use is situated, shall cause to be convoked, within eight days by the sheriff, a jury of twelve freeholders, who, after having been duly sworn, shall declare what sum the property is worth, regard being had, not only to the general value of property of the same nature and quality, but to the particular value which it may possess in relation to the rest of the estate from which it is to be dismembered, and to the injury which this dismemberment may cause to the owner.

A l'effet de faire fixer ce juste prix, le juge, dans la juridiction duquel est situé le bien qu'il est nécessaire de prendre pour l'usage commun, fera convoquer à huitaine par le shérif, un juri [jury] de douze propriétaires, qui, après avoir été dûment assermentés, déclareront quelle est la somme que vaut ce bien, eu égard non seulement à la valeur générale des biens de même espèce et bonté, mais à la valeur particulière qu'il peut avoir relativement au reste de l'héritage dont il serait démembré, et au tort qu ce démembrement peut causer au propriétaire.

-Art. 2609.

(Projet, p. 318. Addition adopted; no comment)

The owner shall be summoned at the same time, to appear before this jury, to defend his rights, and he may challenge for cause any of the members in the same manner as he might challenge ordinary jurors.

Le propriétaire sera en même temps cité à comparaître devant ce jury pour y faire valoir ses droits, et il en pourra récuser les membres pour cause, de la même manière que les jurés ordinaires.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2633. In estimating the value of the property to be expropriated, the basis of assessment shall be the true value which the land possessed before the contemplated improvement was proposed, and without deducting therefrom any amount for the benefit derived by the owner from the contemplated improvement or work.

RCC—2630, 2632. Acts 1916, No. 165.

RCC 1870, Art. 2633.

Same as above.

(Same as Art. 2633 of Proposed Revision of 1869; same as Acts 1852, No. 119, §4, and Acts 1855, No. 38, §4 [RS §§701, 1482])

CC 1825. No corresponding article.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2634. Any appeal to the Supreme Court from the verdict of the jury and judgment of the lower court, made by either party, shall not suspend the execution of such judgment, but the payment of the amount of the verdict by the company to the owner, or the deposit thereof subject to the owner's order, in the hands of the sheriff, shall entitle the corporation to the right, title and estate of the owner in and to the land described in the petition in the same manner as a voluntary conveyance would do. But in the event of any change being made by the final decree in the decision of the cause, the corporation shall be bound to pay the additional assessment, or be entitled to recover back the surplus paid, as the case may be.

RCC—2167, 2169, 2636.

RCC 1870, Art. 2634.

Same as above.

(Same as Art. 2634 of Proposed Revision of 1869; same as Acts 1852, No. 119, §5, and Acts 1855, No. 38, §5 [RS §§702, 1483])

CC 1825, Art. 2610.

(Projet, p. 318. Addition ‡ adopted; no comment)

The verdict of the jury, and the judgment which shall be founded on it, are conclusive, except on appeal.

Le verdict de ce jury et le jugement de la cour, qui sera rendu sur ce verdict, seront définitifs, sauf l'appel.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2635. If the owner of any lands required for works of public utility be unknown or absent, and have left no known agent in the State, it shall be the duty of the court to appoint a curator *ad hoc*

to represent and act for such owner; and the price which he may be entitled to receive shall be deposited in the State treasury, subject to his order; the receipt of the State Treasurer for the price shall vest the title in the corporation paying for the land, in the same manner as if it were paid to the owner in person.

RCC—2630, 2631. CP—116.

RCC 1870, Art. 2635. (Same as Art. 2635 of Proposed Revision of 1869; Same as above. same as Acts 1852, No. 119, §6, and Acts 1855, No. 38, §6 [RS §§703, 1484])

CC 1825. No corresponding article.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2636. If any owner shall be of opinion that the quantity of land sought to be purchased by any corporation exceeds that which is reasonably necessary for the purpose intended by the company, it shall be lawful for him to file a special plea, setting forth this fact, and in such case the jury shall determine not only the value of the land to be expropriated, but also the extent of land over which the company may exercise the forced expropriation; the whole always subject to the decision of the Supreme Court on appeal.

RCC—2632, 2634.

RCC 1870, Art. 2636. (Same as Art. 2636 of Proposed Revision of 1869; Same as above. same as Acts 1852, No. 119, §7, and Acts 1855, No. 38, §7 [RS §§704, 1485])

CC 1825. No corresponding article.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2637. The right of expropriation shall in no case extend to graveyards, nor the dwelling house, yard, garden, and other appurtenances thereof, unless the jury shall find, by their verdict, that the line of the proposed railroad or canal can not be diverted from that proposed by the company without great public loss or inconvenience.

RCC—2630, 2632.

RCC 1870, Art. 2637. (Same as Art. 2637 of Proposed Revision of 1869; Same as above. same as Acts 1852, No. 119, §8, and Acts 1855, No. 38, §8 [RS §§705, 1486])

CC 1825. No corresponding article.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2638. If a tender be made by any corporation of the true value of the land to the owner thereof, before proceeding to a forced

expropriation, the costs of such proceedings shall be paid by the owner.

RCC—2158, 2167 *et seq.* CP—405 *et seq.*, 415, 1094. Acts 1908, No. 101.

RCC 1870, Art. 2638. (Same as Art. 2638 of Proposed Revision of 1869;
Same as above. same as Acts 1852, No. 119, §9, and Acts 1855,
No. 38, §9 [RS §§706, 14871])

CC 1825. No corresponding article.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2639. All judgments directing the expropriation of lands to corporations shall be valid against all persons, including married women, minors, or persons interdicted.

RCC—1868.

RCC 1870, Art. 2639. (Same as Art. 2639 of Proposed Revision of 1869;
Same as above. same as Acts 1852, No. 119, §10, and Acts 1855,
No. 38, §10 [RS §§707, 14881])

CC 1825. No corresponding article.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2640. The proceedings set forth in the foregoing articles shall be required in all cases of expropriation of property necessary for the general use.

RCC—2626, 2630 *et seq.*

RCC 1870, Art. 2640. (Same as Art. 2640 of Proposed Revision of 1869)
Same as above.

CC 1825. No corresponding article.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2641. If, after the expropriation, any individual pretends that he had rights respecting the thing, either as owner or as creditor, he shall have recourse against the person who received the price.

RCC—2629, 2630.

RCC 1870, Art. 2641.
Same as above.

CC 1825, Art. 2611. (Projet, p. 318. Addition adopted; no comment)
Same as above. Si, après l'expropriation, quelqu'individu prétend qu'il avait des droits sur la chose, soit comme propriétaire, soit comme créancier, il aura son recours contre celui qui a reçu le prix.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

**Chapter 12—OF THE ASSIGNMENT OR TRANSFER OF CREDITS
AND OTHER INCORPOREAL RIGHTS**

ART. 2642. In the transfer of credits, rights or claims to* a third person, the delivery takes place between the transferrer and the transferee by the giving of the title.

RCC—1905 *et seq.*, 1918, 1919, 1922, 1924, 2009, 2159 *et seq.*, 2192, 2212, 2477, 2478, 2481 *et seq.*, 2643 *et seq.*, 3162. CP—22, 25. Acts 1906, No. 5; 1912, No. 215; 1916, No. 102.

RCC 1870, Art. 2642. (Same as Art. 2642 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2612. (No reference in *Projet*)

In the transfer of debts, rights or claims to* a third person, the delivery takes place between the transferrer and the transferee by the giving of the title.	Dans le transport d'une créance, droit ou action sur* un tiers, la délivrance s'opère entre le cédant et le cessionnaire, par la remise du titre.
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CC 1808, p. 368, Art. 121. Same as above; but no punctuation after "person."	-p. 369, Art. 121. Same as above.
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CN 1804, Art. 1689.

In the transfer of credits, rights or claims against a third person, the delivery takes place between the transferor and the transferee by the giving of the title.	Dans le transport d'une créance, d'un droit ou d'une action sur un tiers, la délivrance s'opère entre le cédant et le cessionnaire par la remise du titre.
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Projet du Gouvernement (1800), Book III, Title XI, Art. 110.

Same as above.

Same as CC 1808, p. 369, Art. 121, above; but comma (,) after "s'opère."

*Note error in English translation of French text; "to" should be "against."

ART. 2643. The transferee is only possessed, as it regards third persons, after notice has been given to the debtor of the transfer having taken place.

The transferee may nevertheless become possessed by the acceptance of the transfer by the debtor in an authentic act.

RCC—1905, 1922, 1924, 2149, 2160, 2192, 2194, 2212, 2234, 2236, 2481, 2642, 2644, 3158, 3160, 3162. Acts 1912, No. 215.

RCC 1870, Art. 2643.
Same as above.

CC 1825, Art. 2613. (No reference in *Projet*)
Same as above.

Le cessionnaire n'est saisi, à l'égard des tiers, que par la signification du transport fait [faite] au débiteur.

Néanmoins, le cessionnaire peut être également saisi par l'acceptation du transport, faite par le débiteur dans un acte authentique.

CC 1808, p. 368, Art. 122.

The transferee is only possessed as it regards to third persons, after notice

-p. 369, Art. 122.

Same as above; but comma (,) after "signification du transport", and after

has been given to the debtor of the transfer having taken place.

Par. 2 same as par. 2, above.

"le débiteur"; semicolon (;) after "au débiteur"; "fait" correctly spelled "faite."

CN 1804, Art. 1690.

Same as above.

Same as above; but no punctuation after "saisi", after "tiers", after "signification du transport", after "Néanmoins", after "l'acceptation du transport", or after "le débiteur"; period (.) after "au débiteur."

ART. 2644. If, previous to notice having been given of the transfer to the debtor, either by the transferrer or by the transferee, the debtor should have made payment to the transferrer, the debtor is discharged of the debt.

RCC—2145, 2149, 2194, 2212, 2643.

RCC 1870, Art. 2644.

Same as above.

CC 1825, Art. 2614.

Same as above.

(No reference in Projet)

Si avant que le cédant ou le cessionnaire eût signifié le transport au débiteur, celui-ci avait payé le cédant, il serait valablement libéré.

CC 1808, p. 368, Art. 123.

If previous to notice having been given of the transfer to the debtor either by the transferrer or by the transferee, the debtor should have made payment to the transferrer, said debtor is discharged of the debt.

-p. 369, Art. 123.

Si, avant que le cédant, ou le cessionnaire eût signifié le transport au débiteur, celui-ci avait payé le cédant, il sera valablement libéré.

CN 1804, Art. 1691.

Same as above.

Same as above; but no punctuation after "que le cédant."

ART. 2645. The sale or transfer of a credit includes every thing which is an accessory to the same; as suretyship, privileges and mortgages.

RCC—498, 501, 504, 771, 1636, 1903, 2461, 2490, 3035, 3040, 3061, 3284. Acts 1906, No. 5; 1916, No. 102.

RCC 1870, Art. 2645.

Same as above.

(Same as Art. 2645 of Proposed Revision of 1869)

CC 1825, Art. 2615.

The sale or transfer of a debt includes every thing which is an accessory to the same as suretyship, privileges and mortgages.

(No reference in Projet)

La vente ou cession d'une créance comprend les accessoires de la créance, tels que caution, privilège et hypothèque.

CC 1808, p. 368, Art. 124.

Same as above.

-p. 369, Art. 124.

Same as above; but comma (,) after "vente", and after "d'une créance."

CN 1804, Art. 1692.

Same as above; RCC 1870 preferred.

Same as above; but no punctuation after "vente", or after "d'une créance."

ART. 2646. He who sells a credit or an incorporeal right, warrants its existence at the time of the transfer though no warranty be mentioned in the deed.*

RCC—1390, 1391, 2475, 2501 *et seq.*, 2557, 2642, 2647, 2648, 2650.

RCC 1870, Art. 2646. (Same as Art. 2646 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2616. (No reference in Projet)
He who sells a debt or an incorporeal right, warrants its existence at the time of the transfer, though no warranty be mentioned in the deed.*
Celui qui vend une créance ou autre droit incorporel, doit en garantir l'existence au temps du transport, quoiqu'il soit fait sans garantie.*

CC 1808, p. 368, Art. 125. -p. 369, Art. 125.
Same as above. Same as above; but comma (,) after "créance."

CN 1804, Art. 1693.
He who sells a credit or an incorporeal right, warrants its existence at the time of the transfer though it be made without warranty. Same as above; but no punctuation after "créance."

*Note error in English translation of French text; "no warranty be mentioned in the deed" should be "it be made without warranty."

ART. 2647. The seller does not warrant the solvency of the debtor, unless he has agreed so to do.

RCC—1391, 1392, 2193, 2646, 2648, 2649, 2657.

RCC 1870, Art. 2647.
Same as above.

CC 1825, Art. 2617. (No reference in Projet)
Same as above. Il ne répond de la solvabilité du débiteur, que lorsqu'il s'y est engagé.

CC 1808, p. 368, Art. 126. -p. 369, Art. 126.
Same as above; but no punctuation after "debtor"; "warrant" misspelled "warranty." Same as above.

CN 1804, Art. 1694.
The seller does not warrant the solvency of the debtor unless he has agreed so to do, and only up to the amount of the price that he has received for the credit. Il ne répond de la solvabilité du débiteur que lorsqu'il s'y est engagé, et jusqu'à concurrence seulement du prix qu'il a retiré de la créance.

Projet du Gouvernement (1800), Book III, Title XI, Art. 113.

Same as CC 1825, Art. 2617, above. Same as CC 1808, p. 369, Art. 126, above; but no punctuation after "débiteur."

ART. 2648. When the solvency of a debtor is warranted by contract, such warrant extends only to the actual solvency of the debtor, and not to his future solvency, unless the same be expressly submitted to by the transferrer.

RCC—1390, 2193, 2503, 2646, 2647, 3035 *et seq.*

RCC 1870, Art. 2648.
Same as above.

CC 1825, Art. 2618.

Same as above.

(No reference in Projet)

Lorsqu'il a promis la garantie de la solvabilité du débiteur, cette promesse ne s'entend que de la solvabilité actuelle, et ne s'étend pas au temps à venir, si le cédant ne l'a expressément stipulé.

CC 1808, p. 368, Art. 127.

When the solvency of a debtor is warranted by contract such warranty extends only to the actual solvency of the debtor and not to his future solvency unless the same be expressly submitted to by the transferror.

-p. 369, Art. 127.

Same as above.

CN 1804, Art. 1695.

Same as above.

Same as above.

ART. 2649. If it be proved that the assigner, who has not warranted the solvency of the debtor, knew or had strong reasons to suspect that the debtor was insolvent at the time of the assignment, the contract may be rescinded, and the assigner compelled to restore the price.

RCC—1390, 1847(5, 6), 1848, 1849, 2193, 2647.

RCC 1870, Art. 2649.

Same as above.

CC 1825, Art. 2619.

Same as above.

(Projet, p. 318. Addition † adopted; no comment)

S'il était prouvé que le cédant, qui n'a point répondu de la solvabilité du débiteur, savait ou avait de fortes raisons de soupçonner que le débiteur était insolvable au moment de la cession, le contrat pourrait être résolu, et le cédant condamné à restituer le prix.

CC 1808. No corresponding article.**CN 1804.** No corresponding article.

ART. 2650. When a man sells his right to a succession, without particularly specifying the objects of which it consists, he only warrants his right as an heir.

RCC—1002, 1319, 1404 *et seq.*, 1887, 2454, 2513, 2594, 2646, 2651.**RCC 1870, Art. 2650.**

Same as above.

CC 1825, Art. 2620.

Same as above.

(No reference in Projet)

Celui qui vend une hérédité, sans en spécifier en détail les objets, n'est tenu de garantir que sa qualité d'héritier.

CC 1808, p. 368, Art. 128.

Same as above; but no punctuation after "succession."

-p. 369, Art. 128.

Same as above.

CN 1804, Art. 1696.

Same as above.

Same as above; but no punctuation after "hérédité."

ART. 2651. In case he who sells his right to a succession has already received any of the fruits of any property belonging to the same, and* if any credit due to that succession has been paid to him, he shall be bound to repay the same to the purchaser, unless the same has been excepted by the contract.

RCC—498 *et seq.*, 2456, 2461, 2489, 2490, 2650.

RCC 1870, Art. 2651. (Same as Art. 2651 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 2621. (No reference in *Projet*)

In case he who sells his right to a succession has already received any of the fruits of any property belonging to the same, and* if any debt due to that succession has been paid to him, he shall be bound to repay the same to the purchaser, unless the same has been excepted by the contract.

S'il avait déjà profité des fruits de quelque fonds** ou* reçu le montant de quelque créance appartenant à cette hérédité, il est tenu de les rembourser à l'acquéreur, s'il ne les a expressément réservés lors de la vente.

CC 1808, p. 368, Art. 129.

In case he who sells his right to a succession has already received any of the fruits or any funds** belonging to the same, and* if any debt due to that succession has been paid to him, he shall be bound to repay the same to the purchaser unless the same has been excepted by the contract.

-p. 369, Art. 129.

Same as above; but comma (,) after "fonds."

CN 1804, Art. 1697.

In case he who sells his right to a succession has already received any of the fruits of any property belonging to the same, or if any credit due to that succession has been paid to him, or if he has sold any of the succession property, he shall be bound to repay the same to the purchaser, unless the same has been excepted by the contract.

S'il avait déjà profité des fruits de quelque fonds, ou reçu le montant de quelque créance appartenant à cette hérédité, ou vendu quelques effets de la succession, il est tenu de les rembourser à l'acquéreur, s'il ne les a expressément réservés lors de la vente.

Projet du Gouvernement (1800), Book III, Title XI, Art. 116.

In case he who sells his right to a succession has already received any fruit of any property belonging to the same, or if any credit due to that succession has been paid to him, he shall be bound to repay the same to the purchaser, unless the same has been excepted by the contract.

S'il avait déjà profité du fruit de quelque fonds, ou reçu le montant de quelque créance appartenant à cette hérédité, il est tenu de les rembourser à l'acquéreur, s'il ne les a expressément réservés lors de la vente.

*Note error in English translation of French text; "and" should be "or."

**Note error in English translation of French text; "or any funds" should be "of any property."

ART. 2652. He against whom a litigious right has been transferred, may get himself released by paying to the transferee the real price of the transfer, together with the interest from its date.

RCC—1938, 2447, 2506, 2653, 2654, 3556(18).

RCC 1870, Art. 2652.

Same as above.

CC 1825, Art. 2622.

(No reference in Projet)

Same as above.

Celui contre lequel on a cédé un droit litigieux, peut s'en faire tenir quitte par le cessionnaire, en lui remboursant le prix réel de la cession, avec les intérêts depuis sa date.

CC 1808, p. 368, Art. 130.

-p. 369, Art. 130.

Same as above.

Same as above.

CN 1804, Art. 1699.

He against whom a litigious right has been transferred may get himself released by paying to the transferee the real price of the transfer with the expenses and just costs, and with interest counting from the day on which the transferee has paid the price of the transfer made to him.

Celui contre lequel on a cédé un droit litigieux peut s'en faire tenir quitte par le cessionnaire, en lui remboursant le prix réel de la cession avec les frais et loyaux coûts, et avec les intérêts à compter du jour où le cessionnaire a payé le prix de la cession à lui faite.

Projet du Gouvernement (1800), Book III, Title XI, Art. 117.

Same as CC 1808, p. 368, Art. 130, above.

Same as CC 1808, p. 369, Art. 130, above.

ART. 2653. A right is said to be *litigious*, whenever there exists a suit and contestation on the same.

RCC—2447, 2652, 3556 (18).

RCC 1870, Art. 2653.

Same as above.

CC 1825, Art. 2623.

(No reference in Projet)

Same as above.

La chose est censée litigieuse, dès qu'il y a procès et contestation sur le fonds [fond] du droit.

CC 1808, p. 368, Art. 131.

-p. 369, Art. 131.

Same as above; but no punctuation after "litigious."

Same as above; but comma (,) after "procès."

CN 1804, Art. 1700.

Same as above.

La chose est censée litigieuse dès qu'il y a procès et contestation sur le fond du droit.

ART. 2654. The provisions of article 2652 do not apply:

1. When the transfer has been made either to a coheir or to the coproprietor of the right.
2. When such right has been transferred to a creditor as a payment for a debt due to him.
3. When the transfer has been made to the possessor of the estate subject to the litigious right.

RCC—2652.

RCC 1870, Art. 2654.

(Same as Art. 2654 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2624.

(No reference in Projet)

The provisions of article 2622 do not apply:

La disposition portée en l'article 2622, cesse:

Subds. 1, 2 same as subds. 1, 2, above; but semicolon (;) after "the right", and after "him."

1. Dans le cas où la cession a été faite à un co-héritier ou co-propriétaire du droit cédé;

3. When the transfer has been made to the possessor of the inheritance subject to the litigious right.

CC 1808, p. 368, Art. 132.

The provisions of the preceding article* do not apply,

1st, When the transfer has been made either to co-heirs or to the co-proprietor of the right;

Subds. 2, 3 same as subds. 2, 3, above; but "litigious" spelled "litiguous."

CN 1804, Art. 1701.

The provisions of article 1699 do not apply,

Subds. 1-3 same as subds. 1-3, above.

2. Lorsqu'elle a été faite à un créancier en paiement de ce qui lui est dû;

3. Lorsqu'elle a été faite au possesseur de l'héritage, sujet au droit litigieux.

-p. 369, Art. 132.

La disposition portée en l'article 130* cesse:

Subds. 1-3 same as subds. 1-3, above; but comma (,) after "co-héritier", after "créancier", and after "possesseur"; no punctuation after "l'héritage."

La disposition portée en l'article 1699 cesse,

Subds. 1-3 same as subds. 1-3, above; but no punctuation after "cohéritier", after "créancier", or after "possesseur."

*Note error in English translation of French text; "preceding article" should be "article 130."

Chapter 13—OF THE GIVING IN PAYMENT

ART. 2655. The giving in payment is an act by which a debtor gives a thing to the creditor, who is willing to receive it, in payment of a sum which is due.

RCC—1513, 1525, 1526, 1536 *et seq.*, 2131, 2656 *et seq.*, 3062.

RCC 1870, Art. 2655.

Same as above.

CC 1825, Art. 2625.

Same as above.

(Projet, p. 318. Addition adopted; no comment)

La dation en paiement, est un acte par lequel un débiteur donne une chose au créancier, qui veut bien la recevoir à la place et en paiement d'une somme qui lui est due.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2656. That giving in payment differs from the ordinary contract of sale in this, that the latter is perfect by the mere consent of the parties, even before the delivery, while the giving in payment is made only by delivery.

RCC—1764, 1766, 1797, 1909, 2456, 2467, 2475, 2477 *et seq.*, 2655, 2657 *et seq.*

RCC 1870, Art. 2656.

Same as above.

(Same as Art. 2656 of Proposed Revision of 1869)

CC 1825, Art. 2626.

The giving in payment differs from the ordinary contract of sale in this, that the latter is perfect by the mere

(Projet, p. 318. Addition † adopted; no comment)

La dation en paiement diffère du contrat de vente ordinaire, en ce que, dans celui-ci, le contrat est parfait par le

consent of the parties, even before the delivery, while the giving in payment is made only by delivery.

seul consentement des parties, même avant la délivrance, tandis que la dation en paiement ne se fait que par la tradition.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2657. From this distinction result consequences which are different in relation to the risk of the thing sold; which risk, in this species of contract, never falls upon the creditor, before delivery, unless he has delayed beyond a reasonable time* to obtain the thing.

RCC—1907, 1910, 1918, 2647 *et seq.*, 2656.

RCC 1870, Art. 2657.

(Same as Art. 2657 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2627.

(Projet, p. 319. Addition ‡ adopted; no comment)

From this distinction result consequences which are different in relation to the risk of the thing sold, which, in this species of contract, never falls upon the creditor, before delivery, unless he has delayed beyond a reasonable time* to obtain it.

De cette distinction résultent des conséquences différentes pour ce qui concerne le risque de la chose vendue, qui, dans ce genre de contrat, n'est jamais à la charge du créancier avant la délivrance, à moins qu'il n'ait été mis en demeure* de recevoir.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

*Note error in English translation of French text; "delayed beyond a reasonable time" should be "been put in default."

ART. 2658. This difference gives rise to another in the effect of these contracts, in cases of the insolvency of the debtor. He may, although insolvent, lawfully sell for the price which is paid to him; but the law forbids to give in payment to one creditor, to the prejudice of the others, any other thing than the sum of money due.

RCC—1797, 1847, 1849, 1969, 1970, 1983 *et seq.*, 2656.

RCC 1870, Art. 2658.

Same as above.

CC 1825, Art. 2628.

(Projet, p. 319. Addition ‡ adopted; no comment)

Same as above; but comma (,) after "him."

Cette différence en établit aussi une dans l'effet de ces contrats pour les cas d'insolvabilité d'un débiteur; il peut, étant insolvable, vendre valablement pour le prix qu'on lui paye; mais la loi lui défend de donner en paiement à un créancier, au préjudice des autres, autre chose que la somme d'argent qu'il lui doit.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

ART. 2659. Except with these differences, the giving in payment is subjected to all the rules which govern the ordinary contract of sale.

RCC—1526, 2438 *et seq.*, 2446.

RCC 1870, Art. 2659.

Same as above.

CC 1825, Art. 2629.

Same as above.

(Projet, p. 319. Addition adopted; no comment)

A ces différences près, la dation en
payement est sujette à toutes les règles
auxquelles est soumis le contrat de vente
ordinaire.

CC 1808. No corresponding article.**CN 1804.** No corresponding article.

TITLE VIII—OF EXCHANGE

ART. 2660. *Exchange* is a contract, by which the parties to the contract give to one another, one thing for another, whatever it be, except money; for in that case it would be a sale.

RCC—1382, 1761, 1764 *et seq.*, 1768, 1771, 1774, 1778, 1779, 1907 *et seq.*, 1968, 2439, 2456, 2461, 2464, 2661, 3485.

RCC 1870, Art. 2660.

(Same as Art. 2660 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 2630.

(No reference in Projet)

An exchange is a contract, by which the contractors give to one another, one thing for another, whatever it be, except money, for in that case it would be a sale.

L'échange est un contrat par lequel les parties se donnent respectivement une chose pour une autre, quelle qu'elle soit, hors l'argent monnoyé [monnayé]; car alors ce serait une vente.

CC 1808, p. 370, Art. 1.

Same as above; but no punctuation after "contract", after "one another", or after "for another."

-p. 371, Art. 1.

Same as above.

CN 1804, Art. 1702.

Exchange is a contract by which the contractors give to one another one thing for another.

L'échange est un contrat par lequel les parties se donnent respectivement une chose pour une autre.

Projet du Gouvernement (1800), Book III, Title XII, Art. 1.

Same as CC 1808, p. 370, Art. 1, above.

Same as CC 1808, p. 371, Art. 1, above.

ART. 2661. An exchange takes place by the bare consent of the parties.

RCC—1766, 1797, 1803, 1819, 1907, 1909, 1910, 2439, 2456, 2462, 2660, 2667.

RCC 1870, Art. 2661.

Same as above.

CC 1825, Art. 2631.

Same as above.

(No reference in Projet)

L'échange s'opère par le seul consentement.

CC 1808, p. 370, Art. 2.

An exchange takes place by the bare consent of the parties only.

-p. 371, Art. 2.

Same as above.